SETTLEMENT AGREEMENT

Burch v. Qwest Corporation, et. al.,

No. 06-CV-3523-MJD/AJB (D. Minn.)

and

Jones v. Qwest Corporation, et. al.,

No. 07-CV-2979-MJD/AJB (D. Minn.)

This Settlement Agreement is made and entered into by the following Parties: (1) Felicia Burch, Scott Bloom, Matthew Burch, Carol Gabriele, Nicole Graham, Karen Zeeb, David Howard, Colleen Kist, Ronald Schneberger and Gena Margason, on behalf of themselves and other individuals similarly situated, and Darcy Jones and Paul Larson and (2) Qwest Corporation d/b/a CenturyLink QC ("Qwest Corporation"), Qwest Communications Company LLC d/b/a CenturyLink QCC, f/k/a Qwest Communications Corporation, and Qwest Communications International Inc. (collectively, the "Qwest Defendants"), by and through their counsel of record in the lawsuits entitled *Burch v. Qwest Corporation et. al.*, No. 06-CV-3523-MJD/AJB (D. Minn.) and *Jones v. Qwest Corporation et. al.*, No. 07-CV-2979-MJD/AJB (D. Minn.), on this 25th day of April, 2012 ("the Settlement Date"). This Settlement Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle the *Burch* and *Jones* lawsuits (the "Litigation") and all of the Released Claims upon and subject to the terms and conditions described below.

I. RECITALS

A. The Litigation.

On August 30, 2006, the *Burch* Named Plaintiffs filed the *Burch* action on behalf of themselves and other individuals similarly situated in the United States District Court for the District of Minnesota. The *Burch* Named Plaintiffs subsequently amended their Complaint on April 24, 2007, and December 20, 2007. They brought this action pursuant to federal and state wage and hour laws governing the payment of overtime and minimum wages to non-exempt, non-salaried employees. Such laws include the federal Fair Labor Standards Act, 29 U.S.C. §§ 216 *et seq.*, ("FLSA"), Minnesota Fair Labor Standards Act, Minn. Stat. Ch. 177 ("Minnesota FLSA"), Colorado Minimum Wage Order No. 22, Colorado Minimum Wage Act, C.R.S. §§ 8-6-101 *et. seq.*, Oregon state law, O.R.S. §§ 653.055, 653.261 and O.A.R. §§ 839-020-0030 and 839-020-0050, and Washington state law, R.C.W. §§ 49.46.130, 49.48.010, 49.12.010, and W.A.C. §296-126-0092. The *Burch* Complaint alleged that the Qwest Defendants did not pay overtime and minimum wages allegedly due to the *Burch* Named Plaintiffs and others allegedly similarly situated. The *Burch* Named Plaintiffs sought payment of allegedly unpaid overtime and minimum wages, liquidated damages and/or other penalties, and costs and attorneys' fees incurred in the prosecution of their claims.

On June 20, 2007, the *Jones* Named Plaintiffs filed their action on behalf of themselves and other individuals allegedly similarly situated in the United States District Court for the District of Minnesota. The *Jones* Complaint included similar allegations to the *Burch* Complaint and claims under the FLSA and Minnesota FLSA. On November

20, 2007, the *Jones* and *Burch* actions were consolidated for purposes of discovery and pretrial proceedings.

By order dated December 16, 2009, the Court granted the *Burch* Named Plaintiffs' motion for the consolidated action to proceed as a national FLSA collective action and as Rule 23 class actions on behalf of Sales Consultants and Sales and Service Consultants employed by the Qwest Defendants in the States of Minnesota, Colorado, Oregon and Washington. Claims thus certified for collective and class action proceedings were limited to allegedly unpaid overtime associated with logging onto and off of computer programs at the beginning and end of work shifts during the period reached by the applicable statutes of limitation.

The parties engaged in multiple mediations, facilitated by this Court, leading up to this Settlement Agreement.

B. Qwest Defendants' Denial of Wrongdoing or Liability.

The Qwest Defendants deny that Plaintiffs worked unpaid overtime or otherwise worked off-the-clock. They deny that they suffered or permitted any unpaid work and deny knowledge of any such work. They otherwise deny any and all wrongdoing alleged by Plaintiffs or otherwise. Understanding the expense and risks inherent in continued litigation, the Qwest Defendants believe the terms of the settlement are fair and that settlement of Plaintiffs' claims is in their best interest.

C. Claims of the Plaintiffs and Benefits of Settlement.

Plaintiffs believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims. Plaintiffs and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation through trial and through appeals. They have taken into account the uncertain outcome and risk of any litigation, especially in multi-party actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs and their counsel are also mindful of the inherent problems of proof in establishing, and possible defenses to, the claims asserted in the Litigation.

Plaintiffs' Counsel have conducted a thorough investigation into the facts of the action, including an extensive review of voluminous documents, written discovery and depositions, and diligently have pursued an investigation of Plaintiffs' claims against the Qwest Defendants. Based on their own independent investigation and evaluation, Plaintiffs' Counsel is of the opinion that the settlement with the Qwest Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Plaintiffs in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by the Qwest Defendants, the changes made by Qwest Corporation regarding its computer and telephone systems and time recording practices, as well as its efforts to enhance understanding and enforcement of its policy prohibiting off-the-clock work, as detailed below, and specifically considering the Qwest Defendants' arguments that: the alleged unpaid time at issue in this case was not reported to the Qwest Defendants by Plaintiffs, notwithstanding Qwest Corporation's express policy requiring accurate time reporting; Qwest Corporation has paid for all overtime reported by Plaintiffs; the vast majority of Plaintiffs' claims are based on Plaintiffs' own retrospective estimates, without accompanying contemporaneous documentation; the Qwest Defendants did not act willfully for purposes of liability under the FLSA; and that this case was improperly certified under Section 216(b) of the FLSA and Rule 23 or its equivalent in each of the states in which class action claims have been asserted.

More specifically, Qwest Corporation has taken the following steps to enhance enforcement of its policy prohibiting off-the-clock work and to significantly strengthen existing protections against the possibility of unreported work:

a. In 2004, Qwest Corporation implemented an Off-the-Clock Policy.

b. In 2008, Qwest Corporation updated its Off-the-Clock Policy.

c. Qwest Corporation's and/or the corporate Code of Conduct states that the company is committed to full, fair, honest and accurate disclosure and record-keeping, and that there should be no falsifying time reporting.

d. Qwest Corporation's and/or the corporate Code of Conduct further states that employees who observe or suspect a violation of the law, the Code, or company policies or procedures, must report it to the appropriate person/department internally (e.g., a manager), or contact the corporate advice line/integrity line.

e. Qwest Corporation's and/or the corporate Code of Conduct also provides that retaliation against any individual who, in good faith, seeks advice, raises a concern or reports misconduct will be investigated and will not be tolerated.

f. In 2008, Qwest Corporation supplemented its Code of Conduct to increase visibility of its policy prohibiting off-the-clock work and require accurate reporting of all time worked.

g. Since 2008, Qwest Corporation's and/or the corporate annual training has included training on the Code of Conduct including policies prohibiting off-the-clock work and requiring accurate reporting of all time worked.

h. Qwest Corporation's Collective Bargaining Agreement ("CBA") with the Communication Workers of America has consistently provided for the payment of overtime of at least one and a half times their regular rate for hours worked in excess of 40 hours per workweek. [2003 CBA §§ 4.4, 4.5; 2005 CBA §§ 4.4, 4.5; 2008 CBA §§ 4.4, 4.5]

i. The CBA provides for the payment of overtime in situations that FLSA does not require the payment of overtime. Specifically, Qwest Corporation paid, and continues to pay, time and a half for time worked "in excess of the employee's scheduled tour for that particular day;" and "all actual work time on Sunday." [2003 CBA §§ 4.3 and 4.7; 2005 CBA §§ 4.3 and 4.7; 2008 CBA §§ 4.3 and 4.7] In addition, Qwest Corporation paid, and continues to pay, double time for time worked "after working forty-nine hours in a calendar week." [2003 CBA § 4.5; 2005 CBA §4.5; 2008 CBA § 4.5]

j. The CBA provides grievance procedures to address violations of the CBA, such as a failure to pay all wages due. [2003 CBA, Article 16; 2005 CBA, Article 16; 2008 CBA Article 16]

k. In December 2005, Qwest Corporation's legal department conducted training for managers regarding "The FLSA and the Qwest Off the Clock Policy." This training was held by an attorney and covered all Coaches, Team Leads, and Directors in Qwest Corporation's call centers. The training discussed the importance of not allowing employees to work before they clock in or after they clock out as well as the importance of not allowing work during lunch or breaks.

l. Since 2005, Qwest Corporation has regularly trained its managers to prohibit Sales Consultants and Sales and Service Consultants (collectively, "Consultants") from performing any unpaid work before or after the start of their shift.

m. Beginning in 2006, Qwest Corporation implemented Start of Tour Huddles where Qwest Corporation provided a paid five minutes specifically for computer and application log on.

n. Since 2007, applicable Qwest Corporation office policies and procedures have provided:

   i. Work is not to be conducted before or after your scheduled tour or during breaks (includes lunch).

ii. Lunch must be taken away from your desk and off of the production floor.

iii. Breaks must be taken away from your desk and off the production floor.

iv. Log on to your phone at the scheduled start of your tour or overtime, whichever comes first. The employee should do this before doing anything else or logging into any other system. The employee should not perform any work functions prior to the start of their tour.

o. Beginning in 2007, Qwest Corporation implemented a phone system manufactured by Avaya ("Avaya"), which was integrated into the computer. Qwest Corporation made Avaya auto launch after the computer ran its log-on scripts. Once a Consultant was logged in to Avaya, the time was reported in Total View. Consultants continued to be paid for five minutes specifically for computer and application log-on time.

p. In 2008, Qwest Corporation updated its Office Policies and Procedures to include a summary of the Off The Clock Policy, stating "Work functions shall not be done prior to the start of your schedule or during scheduled off periods like lunches or breaks. All time worked must be accounted for and paid. Failure to code time worked correctly will be considered a violation of our corporate policy. We have designated break areas for before shifts, breaks, & lunches. You may not be at your desk and must not be in a work area before the start of your shift, during a lunch or break, or after your shift."

q. In June 2009, Qwest Corporation implemented a sign off for payroll records stating that "My timecard is complete & accurate; it includes all time that I have worked, including overtime, regardless of whether authorized. I have taken all meal & break periods; unless otherwise shown on my timecard. I have addressed any questions I have with my supervisor or RAS manager."

r. Consultants are instructed that the last thing they are to do for the day is report any overtime.

The Parties agree that steps taken by Qwest Corporation have created substantial additional evidentiary challenges to Plaintiffs' ability to prove at trial that the Qwest

Defendants suffered or permitted alleged unpaid work, many of which did not exist when the case was commenced and which enhance the risk to Plaintiffs that the case could be decertified as a collective and class action.

In light of all of the foregoing, Plaintiffs and their counsel believe that the Settlement Agreement confers substantial benefits upon them. Based upon their evaluation, they have determined that the settlement set forth in this Settlement Agreement is in their best interests.

II. TERMS OF THE SETTLEMENT AGREEMENT

A. Definitions.

The following definitions shall be applicable for purposes of this Agreement.

1. "Accepting FLSA Plaintiffs" are individuals who have filed written consents to be party plaintiffs in the Litigation, have not withdrawn from this Litigation, are not Non-Qualified Plaintiffs, and accept the settlement by timely submitting an executed and validated Claim Form and Release.

2. "Accepting Rule 23 Plaintiffs" are Rule 23 Plaintiffs who timely submit an executed and validated Claim Form and Release accepting the settlement.

3. "Avaya" has the meaning set forth in Section I.C.o, at page 7 above, of this Settlement Agreement.

4. "*Burch* Complaint" means the Second Amended Complaint filed on December 20, 2007, in *Burch v. Qwest Corporation, et al.*, No 06-CV-3523-MJD/AJB, Dkt. No. 244.

5. "*Burch* Named Plaintiffs" are Felicia Burch, Scott Bloom, Matthew Burch, Carol Gabriele, Nicole Graham, Karen Zeeb, David Howard, Colleen Kist, Gena Margason, and Ronald Schneberger.

6. "CAFA Notices" means notices to Attorneys General pursuant to the federal Class Action Fairness Act.

7. "Claim Form and Release" means the alternative forms attached as **Exhibits A, B, and C**, designed to enable FLSA Plaintiffs, Rule 23 Plaintiffs, and individuals who are both FLSA and Rule 23 Plaintiffs apply for payment (an Individual Settlement Sum) from the Total Settlement Fund and to release the Released Claims. No FLSA Plaintiff or Rule 23 Plaintiff shall be entitled to receive an Individual Settlement Sum who does not timely submit an executed and validated Claim Form and Release pursuant to the terms of this Agreement.

8. "Class Notices" means, collectively, the (1) FLSA Class Notice, (2) Rule 23 Class Notice and (3) Joint Notice, attached as **Exhibits D, E, and F**.

9. "Court" means the United States District Court of the District of Minnesota.

10. "Defendants' Counsel" means Daniel C. Barr, M. Bridget Minder and Jill L. Ripke of Perkins Coie LLP, and Melissa Raphan and Ryan E. Mick of Dorsey & Whitney LLP.

11. "Effective Date" means the date on which the Settlement Approval Order and Judgment become final, meaning (a) if any appeal is filed, the date following the date after all appeals or other rights of review have been exhausted, and the

Settlement Approval Order and Judgment has not been vacated, reversed, or modified, or (b) if no appeal is filed, the expiration date of the time for the filing or noticing of any such appeal. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to an application for attorneys' fees or award of costs, shall not, by itself, in any way delay or preclude the Settlement Approval Order or Judgment from becoming final. Neither shall continuing proceedings on the individual claims of Rejecting FLSA Plaintiffs or Opt-Out Rule 23 Plaintiffs in any way delay or preclude an order or judgment from becoming final as to all Settling Plaintiffs, except as set forth in Section II.C.12.

12. "Fairness Hearing" means the hearing on the Parties' Joint Motion for Final Settlement Approval and Entry of Judgment.

13. "FLSA Class Notice" means the Court-approved notice to FLSA Plaintiffs advising them of the settlement, the proposed form is attached as **Exhibit D**.

14. "FLSA Plaintiffs" are, collectively, all individuals who have filed written consents to be party plaintiffs in the Litigation, have not withdrawn from the Litigation prior to the Settlement Date and are not Non-Qualified Plaintiffs.

15. "Individual Settlement Sum" is the amount of the Total Settlement Fund allocated to an individual FLSA Plaintiff or Rule 23 Plaintiff.

16. "Joint Notice" means the Court-approved notice to individuals who are both FLSA Plaintiffs and Rule 23 Plaintiffs advising them of the settlement, the proposed form is attached as **Exhibit E.**

17. "*Jones* Complaint" means the Collective Action Complaint filed on

June 20, 2007, in *Jones v. Qwest Corporation, et. al.,*, No. 07-CV-2979-MJD/AJB, Dkt. No.1.

18. "*Jones* Named Plaintiffs" are Darcy Jones and Paul Larson.

19. "Litigation," "the Litigation" and "this Litigation" means the lawsuits captioned *Burch v. Qwest Communications International Inc.*, No 06-CV-3523-MJD/AJB, and *Jones v. Qwest Communications International Inc.*, No. 07-CV-2979-MJD/AJB, both filed in the United States District Court for the District of Minnesota.

20. "Maximum Attorneys' Fees and Costs Award" shall be $2,102,207.09.

21. "Named Plaintiffs" means the *Burch* Named Plaintiffs and the *Jones* Named Plaintiffs.

22. "Non-Qualified Plaintiffs" are individuals who filed written consents to be party plaintiffs in the FLSA class or preliminarily were identified as Rule 23 class members, but whom the Parties agree prior to the filing of their Joint Motion for Preliminary Settlement Approval are not included in the classes or collective action defined by the Court's December 16, 2009 Order (Dkt. No. 352). To the extent that they have not already done so, Plaintiffs' Counsel will notify all FLSA Non-Qualified Plaintiffs and any other Non-Qualified Plaintiffs who were mailed a Rule 23 class notification.

23. "Non-Responding FLSA Plaintiffs" are individuals who have filed written consents to be party plaintiffs in the Litigation, are not Non-Qualified Plaintiffs, and did not provide a timely, executed, and validated Claim Form and Release or submit

a timely, executed, and validated Notice of Exclusion and Rejection of the Settlement.

24. "Non-Responding Rule 23 Plaintiffs" are Rule 23 Plaintiffs who are not Opt-Out Rule 23 Plaintiffs and do not submit an executed Claim Form and Individual Release.

25. "Notice of Exclusion and Rejection of the Settlement" means a statement timely submitted in the manner set by this Court, consistent with the Settlement Agreement, by an FLSA Plaintiff that he or she does not wish to participate in this settlement.

26. "Opt-Out Rule 23 Plaintiffs" are individuals who otherwise fit the definition of Rule 23 Plaintiffs but who timely submit a Rule 23 Settlement Opt-Out Statement.

27. "Parties" means, collectively, the *Burch and Jones* Named Plaintiffs, FLSA Plaintiffs, Rule 23 Plaintiffs, and Qwest Defendants.

28. "Plaintiffs" means the *Burch* and *Jones* Named Plaintiffs, FLSA Plaintiffs and Rule 23 Plaintiffs.

29. "Plaintiffs' Counsel" means James H. Kaster, Matthew H. Morgan, Reena I. Desai and Nichols Kaster PLLP.

30. "Preliminary Settlement Approval Order" means the order entered by the Court—the proposed order attached as **Exhibit H**—preliminarily approving the terms and conditions of this Settlement Agreement, the manner and timing of providing notice to the FLSA Plaintiffs and Rule 23 Plaintiffs, the time period for FLSA Plaintiffs to file Notices of Exclusion and Rejection of the Settlement, and the time period for Rule

23 Plaintiffs submit Rule 23 Settlement Opt-Out Statements, file objections or submit a Notice of Intention to Appear.

31. "Qwest Corporation" means Qwest Corporation d/b/a CenturyLink QC.

32. "Qwest Defendants" means Qwest Corporation d/b/a CenturyLink QC, Qwest Communications Company LLC d/b/a CenturyLink QCC, f/k/a Qwest Communications Corporation, and Qwest Communications International Inc.

33. "Rejecting FLSA Plaintiffs" are FLSA Plaintiffs who timely submit a Notice of Exclusion and Rejection of the Settlement.

34. "Released Claims" are claims, known or unknown, that were or could have been asserted in the Litigation or otherwise against the Released Parties under the FLSA, state laws governing wage and hour claims or any other state or federal statute, regulation or rule, or under any contract or equitable theory or the common law, for any alleged failure to pay wages while employed as a Sales Consultant or Sales and Service Consultant by any or all of the Qwest Defendants, including, but not limited to, overtime pay or minimum wages, failure to provide meal periods and/or rest breaks, failure to accurately calculate wages, failure to keep records, or failure to timely pay any compensation earned, up to and including the Effective Date of this Settlement Agreement.

"Released Claims" shall not include claims for vested pension or other benefits not associated with the settlement payments provided for in this Settlement Agreement or not associated with any claims for off-the-clock work, nor shall "Released

Claims" include ERISA claims except to the extent such claims relate to benefits associated with or related to, or alleged to be associated with or related to, known or unknown claims for off-the-clock work that were or could have been asserted in the Litigation. Further, "Released Claims" shall not include claims related to short-term disability or long-term disability, or employment discrimination or tort claims that do not relate to record-keeping, off-the-clock work, or the payment of minimum wage or overtime or provision of rest and meal breaks.

35. "Released Parties" are the Qwest Defendants and any parent, predecessor, successor, current or former parent, subsidiary or affiliated company of each, benefit plans maintained by any of them, and the current and former directors, officers, employees, shareholders, and agents of any or all of them, including CenturyLink, Inc., and all its corporate affiliates and subsidiaries.

36. "Rule 23 Class Notice" means the Court-approved notice to Rule 23 Plaintiffs advising them of the settlement, the proposed notice is attached as **Exhibit F**.

37. "Rule 23 Plaintiffs" are, collectively, all persons who fit within the definitions set forth below excluding any individuals the Parties have determined are Non-Qualified Plaintiffs and any individuals who opted out of one of the Rule 23 classes during the opt-out period after the Court certified the class action in December 2009:

a. The Minnesota Class consists of all individuals who are or were employed by the Qwest Defendants in Minnesota as Sales Consultants and/or Sales and Service Consultants at the Qwest Defendants' Small Business and/or Consumer Call Centers between August 30, 2003, and March 21, 2012, and who, during that time, have performed the activities of booting up their computers and logging onto their computer programs before the start of their shifts and/or the activities of logging out of their computer programs and/or shutting down their computers after the end of their shifts and were not compensated for those activities.

b. The Colorado Class consists of all individuals who are or were employed by the Qwest Defendants in Colorado as Sales Consultants and/or Sales and Service Consultants at the Qwest Defendants' Small Business and/or Consumer Call Centers between April 10, 2005, and March 21, 2012, and who, during that time, have performed the activities of booting up their computers and logging onto their computer programs before the start of their shifts and/or the activities of logging out of their computer programs and/or shutting down their computers after the end of their shifts and were not compensated for those activities.

c. The Oregon Class consists of all individuals who are or were employed by the Qwest Defendants in Oregon as Sales Consultants and/or Sales and Service Consultants at the Qwest Defendants' Small Business and/or Consumer Call Centers between April 10, 2005, and March 21, 2012, and who, during that time, have performed the activities of booting up their computers and logging onto their computer programs before the start of their shifts and/or the activities of logging out of their computer programs and/or shutting down their computers after the end of their shifts and were not compensated for those activities.

d. The Washington Class consists of all individuals who are or were employed by the Qwest Defendants in Washington as Sales Consultants and/or

Sales and Service Consultants at the Qwest Defendants' Small Business and/or Consumer Call Centers between December 17, 2004, and the March 21, 2012, and who, during that time, have performed the activities of booting up their computers and logging onto their computer programs before the start of their shifts and/or the activities of logging out of their computer programs and/or shutting down their computers after the end of their shifts and were not compensated for those activities.

e. The Washington Wage Withholding Class consists of all individuals who are or were employed by the Qwest Defendants in Washington as Sales Consultants and/or Sales and Service Consultants at the Qwest Defendants' Small Business and/or Consumer Call Centers between December 17, 2004, and March 21, 2012, and who, during that time, have performed the activities of booting up their computers and logging onto their computer programs before the start of their shifts and/or the activities of logging out of their computer programs and/or shutting down their computers after the end of their shifts and were not compensated for those activities.

38. "Rule 23 Settlement Opt-Out Statement" means a statement, timely submitted in the manner set by the Court consistent with this Settlement Agreement, by a Rule 23 Plaintiff that he or she does not wish to participate in this settlement.

39. "Settlement Agreement" means this agreement, including all of its Exhibits.

40. "Settlement Approval Order and Judgment" means the Court's order, following the Fairness Hearing—the proposed order attached as **Exhibit G**—

granting final settlement approval and directing the entry of a judgment of dismissal in the Litigation as described in Section II.C.8.

41. "Settlement Date" means the first date upon which all parties have executed this Settlement Agreement.

42. "Settling Parties" means, collectively, the Settling Plaintiffs and Qwest Defendants.

43. "Settling Plaintiffs" means, collectively, the Accepting FLSA Plaintiffs and Settling Rule 23 Plaintiffs. "Settling Plaintiff" means an individual Accepting FLSA Plaintiff or Settling Rule 23 Plaintiff.

44. "Settling Rule 23 Plaintiffs" means, collectively, all persons who otherwise fit within the definition of "Rule 23 Plaintiffs," but excludes any Opt-Out Rule 23 Plaintiffs.

45. "Total Settlement Fund" shall be the maximum payment obligation of the Qwest Defendants; an amount no greater than $4,711,537.00. The Total Settlement Fund is inclusive of and shall fully resolve all claims for all wages, liquidated damages, interest, other damages arising out of the *Burch* Complaint or the *Jones* Complaint, and attorneys' fees and costs (up to the Maximum Attorneys' Fees and Costs Award), including settlement administration costs, to which Plaintiffs and any or all of their counsel claim or could have claimed entitlement in or as a result of the Litigation or any associated activity or undertaking. Qwest Corporation shall be solely responsible for the employers' share of payroll taxes.

B. The Settlement.

Based upon the above recitals and definitions, the Settling Parties agree as follows:

1. Settlement Consideration. Subject to the limitations set forth in Section II.B.2. below, Qwest Corporation will pay Plaintiffs and any counsel retained by or serving them, including Plaintiffs' Counsel, up to the Total Settlement Fund, which includes an amount up to the Maximum Attorneys' Fees and Costs Award. At no point will any of the Qwest Defendants be obligated to pay any Plaintiff, group of Plaintiffs, attorney or other person, collectively or individually, more than the Total Settlement Fund.

2. Distribution of Settlement. The Qwest Defendants shall have no responsibility for, and no liability whatsoever with respect to, the allocation of Individual Settlement Sums among the Settling Plaintiffs; provided, however, it is understood and agreed that the allocation must be reasonable and that any allocation for claims arising after April 1, 2008 (when the Avaya system was fully operational) shall be nominal. The settlement allocations for the *Jones* Plaintiffs, Darcy Jones, Paul Larson, Stephen Reyman and Lee Voight, will be calculated in the exact same manner as the *Burch* Plaintiffs. Plaintiffs will share their proposed allocation with the Qwest Defendants as described in Section II.C.1. to allow for reasonable consultation to assure the fairness, reasonableness and accuracy of that allocation. Plaintiffs will take the lead in drafting motion papers for the Joint Motion for Preliminary Settlement Approval and the Motion for Final Settlement Approval and Entry of Judgment (both described below).

Furthermore, it is agreed that:

a. Individual Settlement Sums initially allocated to Rejecting FLSA Plaintiffs shall be subtracted from the Total Settlement Fund otherwise due to be paid by Qwest Corporation.

b. Any amounts by which the Court may reduce the Maximum Attorneys' Fees and Costs Award shall be reallocated to all Accepting Rule 23 and Accepting FLSA Plaintiffs.

c. Individual Settlement Sums allocated to Non-Responding Rule 23 Plaintiffs, Non-Responding FLSA Plaintiffs, and Opt-Out Rule 23 Plaintiffs will remain a part of the Total Settlement Fund and may be used to defray actual costs of settlement administration incurred by Plaintiffs' Counsel, and will otherwise be donated to a Court-approved *cy pres* recipient. In advance of the Fairness Hearing, counsel for the Settling Parties shall confer to jointly name an appropriate *cy pres* recipient. If they are unable to agree, they shall submit their respective nominations to the Court at the Fairness Hearing. In either case, the Court shall designate the *cy pres* recipient in the Settlement Approval Order and Judgment.

d. An amount of $15,000 shall be allocated to a contingency fund to be used to address any unanticipated issues related to the settlement. The contingency fund will be created out of, and shall not increase, the Total Settlement Fund. Any unused portion of the contingency fund shall be donated to the Court-approved *cy pres* recipient.

e. Named Plaintiff Felicia Burch shall be allocated a recognition payment of $1,000 for her contributions to this Litigation. A recognition payment of $200 will be allocated to each Plaintiff who was deposed. The Qwest Defendants will not oppose these recognition payments. The recognition payments will be paid out of, and shall not increase, the Total Settlement Fund. Recognition payments will not be made to an individual who submits an executed and validated Notice of Exclusion and Rejection of the Settlement and/or an executed and validated Rule 23 Settlement Opt-Out Statement.

3. Attorneys' Fees, Costs, and Expenses. Subject to the Court's approval, Qwest Corporation will pay to Plaintiffs' Counsel, for attorneys' fees and costs incurred in the Litigation, up to the Maximum Attorneys' Fees and Costs Award. Plaintiffs will submit a Petition for Award of Attorneys' Fees and Costs to the Court in the time-frame provided in Section II.C.1. The Petition shall submit for the Court's resolution the attorney's lien filed by the Dady & Gardner law firm in this matter, and any payment to Dady & Gardner as a result of such lien shall be made out of and shall not increase the Maximum Attorneys' Fees and Costs Award. Qwest Corporation will not oppose the Petition and will pay to Plaintiffs' Counsel the amount awarded by the Court, up to the Maximum Attorneys' Fees and Costs Award, 7 calendar days after the latest of (1) the Effective Date or (2) the date the Court's award of attorneys' fees and costs becomes final (meaning the date that all appeals periods expire, or if appeals are taken, the date those appeals are exhausted and the award has not been vacated, reversed or modified). Payment by Qwest Corporation of the Maximum Attorneys' Fees and Costs Award shall fully discharge the Released Parties from any and all obligations to

pay or reimburse Plaintiffs or any legal counsel or other person retained by or serving them, for attorneys' fees or costs incurred in connection with the Litigation, or any aspect thereof, and shall fully discharge any extant liens relative to the subject of attorneys' fees or costs in connection with the Litigation or any aspect thereof. In the event any party makes a claim against any or all of the Released Parties for attorneys' fees and/or costs by any legal counsel retained by or serving any Plaintiffs in the Litigation, any amount awarded for that claim shall be the sole responsibility of Nichols Kaster PLLP, and Nichols Kaster PLLP shall indemnify and hold harmless the Released Parties for any and all damages suffered, judgments against or amounts incurred or paid by the Released Parties as a result of any such claim; provided, however, that (1) the Released Parties shall promptly give Nichols Kaster notice of such claim, (2) upon Nichols Kaster's request in writing, the Released Parties shall, in good-faith, cooperatively work with Nichols Kaster to resolve such claim (although the Released Parties shall have sole ultimate authority to determine whether and how to resolve such claim), and (3) Nichols Kaster shall not be responsible for any attorneys' fees or costs incurred by any Released Party in defending such a claim. Nichols Kaster shall be responsible for its own fees and costs in relation to any claims against any or all of the Released Parties for attorneys' fees and/or costs by any legal counsel retained by or serving Plaintiffs in the Litigation.

4. Payroll Taxes. Plaintiffs acknowledge and agree that the payments set forth herein may result in taxable income to the recipients under applicable federal, state and/or local tax laws. Other than as set forth below in this paragraph, each of the recipients of these payments shall be solely responsible for the reporting and payment of

any federal, state and/or local income or employment tax or any other withholdings, if any, as well as any other liens, obligations, claims or consequences to them associated in any way with the payments of the Individual Settlement Sum each receives, as well as all other payments, if any, made pursuant to this Settlement Agreement. Plaintiffs further agree that they will not seek any indemnification from any of the Qwest Defendants or Released Parties with respect thereto. It is understood and agreed that the Qwest Defendants make no representations, and have made no representations, as to the taxability of any portions of the settlement payments.

5. Settlement Payments. In exchange for receipt by the Qwest Defendants of a timely, executed and validated Claim Form and Release from an Accepting Rule 23 Plaintiff or an Accepting FLSA Plaintiff, Qwest Corporation will prepare two checks payable to the individual Accepting FLSA Plaintiff or Accepting Rule 23 Plaintiff. The first check, in the gross amount of 50% of the final Individual Settlement Sum allocated to the Accepting FLSA Plaintiff or Accepting Rule 23 Plaintiff, will be subject only to standard required payroll tax withholdings and deductions, and will be reported to the Internal Revenue Service and other tax authorities as wage income to the recipient in the year of payment via a Form W-2. The second check, in the amount of 50% of the final Individual Settlement Sum allocated to the Accepting FLSA Plaintiff or Accepting Rule 23 Plaintiff, will be without any tax or other withholdings or deductions and will be reported to the Internal Revenue Service and other tax authorities as non-wage income (Box 3, "Other income") to the recipient in the year of payment via a Form 1099 or equivalent. Qwest Corporation shall be solely responsible for the

employers' share of payroll taxes. There shall be no withholdings or deductions from either of these payments for retirement or payroll savings, insurance payments or other fringe benefit payments or contributions, each Accepting FLSA Plaintiff and Accepting Rule 23 Plaintiff disclaiming and waiving any right or obligation to any such payments or contributions, or to any further matching payment or contribution of any kind. Qwest Corporation will provide the settlement checks to Plaintiffs' Counsel 30 calendar days after the latest of (1) the Effective Date or (2) Plaintiffs' Counsel providing a Final List of allocated Individual Settlement Sums for all Settling Plaintiffs.

C. Court Approval, Notice, and Distribution of Settlement.

1. Settlement Timing.

a. Summary of Timeline.

Plaintiffs' Counsel provides to Defendants' Counsel initial proposed settlement allocations (the "Initial Allocation List").	No later than 14 calendar days after the Settlement Date.
Defendants' Counsel completes review of Initial Allocation List and notifies Plaintiffs' Counsel of any comments to the allocations.	No later than 7 calendar days after Plaintiffs' Counsel provides to Defendants' Counsel the Initial Allocation List.
Defendants' Counsel provides Plaintiffs' Counsel with each FLSA and Rule 23 Plaintiffs' date of birth, employee identification number, and last known telephone numbers and addresses.	No later than 30 calendar days after Plaintiffs' Counsel provides to Defendants' Counsel the Initial Allocation List.
Plaintiffs' Counsel provides draft of Joint Motion for Preliminary Settlement	No later than 21 calendar days after Settlement Date.

Approval, with supporting documents (described in Section II.C.3.) to Defendants' Counsel.	
Defendants' Counsel provides comments on draft of Joint Motion for Preliminary Settlement Approval to Plaintiffs' Counsel.	No later than 7 calendar days after Plaintiffs' Counsel provides to Defendants' Counsel the draft of the Joint Motion for Preliminary Settlement Approval, with supporting documents.
Plaintiffs' Counsel files Joint Motion for Preliminary Settlement Approval.	No later than 7 calendar days after Defendants' Counsel provides comments on draft of Joint Motion for Preliminary Settlement Approval to Plaintiffs' Counsel.
Defendants' Counsel sends CAFA Notices.	No later than 10 days after Joint Motion for Preliminary Settlement Approval filed.
Plaintiffs' Counsel mails Class Notices to all Rule 23 Plaintiffs and FLSA Plaintiffs.	No later than 7 calendar days after entry of Preliminary Settlement Approval Order.
Deadlines to submit all Claim Forms and Releases, Notices of Exclusion and Rejection of Settlement by FLSA Plaintiffs, and Rule 23 Settlement Opt-Out Statements and objections to settlement (the "Claim/Response Deadline.").	75 calendar days from the date Class Notices are first mailed.
Plaintiffs' Counsel provides to Defendants' Counsel a list of all valid Accepting and Rejecting FLSA Plaintiffs, Accepting and Opt-Out Rule 23 Plaintiffs, Non-Responding Rule 23 and Non-Responding FLSA Plaintiffs, and validated Claim Forms and Releases for Accepting Rule 23 Plaintiffs and Accepting FLSA Plaintiffs, as well as validated Notices of Exclusion and Rejection of Settlement and Rule 23 Opt-Out Statements. Plaintiff's Counsel shall also provide to	No later than 3 business days after the Claim/Response Deadline.

Defendants' Counsel a revised list of allocated Individual Settlement Sums for all Accepting Rule 23 and Accepting FLSA Plaintiffs, a list of the amount previously allocated to Rejecting FLSA Plaintiffs to be subtracted from the Total Settlement Award, and a list of the amounts previously allocated to Non-Responding FLSA Plaintiffs ,Non-Responding Rule 23 Plaintiffs, and Opt Out Rule 23 Plaintiffs that will be re-allocated in accordance with Section II.B.2. (together, the "Revised Allocation List").	
Defendants' Counsel completes review of Revised Allocation List and notifies Plaintiffs' Counsel of any comments to the allocations.	No later than 7 calendar days after Plaintiffs' Counsel provides Defendants' Counsel with the Revised Allocation List.
Plaintiffs' Counsel provides draft of Motion for Final Settlement Approval and for Entry of Judgment, with supporting documents (described in Section II.C.8), to Defendants' Counsel.	No later than 3 business days after Claim/Response Deadline.
Defendants' Counsel provides comments on draft of Motion for Final Settlement Approval and for Entry of Final Judgment to Plaintiffs' Counsel.	No later than 7 calendar days after Plaintiffs' Counsel provides draft of Motion for Final Settlement Approval and for Entry of Judgment.
Plaintiffs file Motion for Final Approval and for Entry of Final Judgment and Petition for Award of Attorneys' Fees and Costs. The Motion for Final Approval will contain provisions described in Section II.C.8.	No later than 7 days after Defendants' Counsel provides comments on draft of Motion for Final Settlement Approval and for Entry of Judgment to Plaintiffs' Counsel.
Plaintiffs' and Qwest Defendants' deadline to file written responses to any filed objections.	14 calendar days before the Fairness Hearing.

Fairness Hearing.	To be scheduled by the Court, no earlier than 30 calendar days following the Claim/Response Deadline.
Plaintiffs' counsel provides a Final List of allocated Individual Settlement Sums for all Settling Plaintiffs and amounts re-allocated in accordance with Section II.B.2 (the "Final Allocation List").	No later than 3 business days after the Court's Order granting final approval of the settlement.
Qwest Corporation wires payment of Attorneys' Fees and Costs award to Nichols Kaster	No later than 7 calendar days after the later of (1) the Effective Date or (2) the date the Court's award of attorneys' fees and costs becomes final (meaning the date that all appeals periods expire, or if appeals are taken, the date those appeals are exhausted and the award has not been vacated, reversed or modified).
Qwest Corporation to send Plaintiffs' Counsel the checks for all Accepting FLSA and Accepting Rule 23 Plaintiffs.	30 calendar days after the later of (1) the Effective Date, or (2) the date Plaintiffs' Counsel provides the Final Allocation List of allocated Individual Settlement Sums for Settling Plaintiffs.
Defendants' Counsel to provide Plaintiffs' Counsel with a list of Accepting FLSA Plaintiffs and Accepting Rule 23 Plaintiffs who have not cashed their checks.	75 and 100 calendar days after Qwest Corporation sends Plaintiffs' Counsel the checks for all Accepting FLSA Plaintiffs and Accepting Rule 23 Plaintiffs.
Deadline to cash checks.	120 calendar days after Qwest Corporation sends Plaintiffs' Counsel the checks for all Accepting FLSA Plaintiffs and Accepting Rule 23 Plaintiffs.
Plaintiffs' Counsel provide to Defendants' Counsel the total unclaimed portion of Total Settlement Fund for *cy pres* recipient.	No later than 7 calendar days after the deadline for Accepting FLSA and Accepting Rule 23 Plaintiffs to cash their checks.
Payment of *cy pres* award to approved recipient.	No later than 30 calendar days after Plaintiffs' Counsel provides to Defendants' Counsel the total unclaimed portion of Total Settlement Fund for *cy pres* award.

b. Change of Time Periods. The time periods and dates described in this Agreement regarding notices, hearings, and other events are subject to approval and change by the Court or by the agreement of counsel without notice to FLSA and Rule 23 Plaintiffs.

2. Confirmation of Settlement Allocation. Within the time-frame provided above in Section II.C.1, Plaintiffs' Counsel shall provide to Defendants' Counsel their Initial Allocation List to the individual FLSA Plaintiffs and Rule 23 Plaintiffs. Within the time-frame provided above in Section II.C.1., Defendants' Counsel shall then identify and reasonably consult with Plaintiffs' Counsel regarding any of the Qwest Defendants' reasonable concerns regarding the reasonableness of the allocation or its consistency with the provisions of this Settlement Agreement, particularly Section II.B.2. Also within the time-frame provided above in Section II.C.1, Defendants' Counsel shall provide Plaintiffs' Counsel with each FLSA and Rule 23 Plaintiffs' date of birth, employee identification number, and most updated telephone numbers and addresses to assist Plaintiffs' Counsel in mailing the Class Notices.

3. Preliminary Approval of Settlement. Within the time-frame provided above in Section II.C.1, Plaintiffs' Counsel will file, on behalf of the Settling Parties, a Joint Motion for Preliminary Settlement Approval. The Joint Motion for Preliminary Settlement Approval will ask the Court to enter a Preliminary Settlement Approval Order in the form of **Exhibit H,** which, by its terms, will:

a. Preliminarily approve the terms of this Settlement Agreement as being fair, reasonable and adequate, including but not limited to its release and dismissal provisions and the amount and proposed allocation of the Total Settlement Fund;

b. Approve the contents and manner of distributing (1) the proposed Class Notices, attached as **Exhibits D, E, and F** and (2) the proposed Claim Forms and Releases, attached as **Exhibits A, B, and C** to each FLSA Plaintiff and Rule 23 Plaintiff, and the proposal for locating such plaintiffs;

c. Establish deadlines, consistent with the timeline set forth in Section II.C.1. above; and

d. Set a Fairness Hearing for consideration of final approval of this Settlement Agreement, consistent with this Settlement Agreement.

4. CAFA Notice. The Qwest Defendants will provide notice to the Attorney General of the United States and the appropriate State official for each state in which a class member resides within 10 days after the Joint Motion for Preliminary Settlement Approval is filed.

5. Class Notice. Within the time-frame provided above in Section II.C.1, Plaintiffs' Counsel or their agent shall distribute the Class Notices to each FLSA Plaintiff and Rule 23 Plaintiff by First Class mail. Plaintiffs' Counsel shall mail Class Notices and any other notices required by the Court at their expense, which shall be included in the Maximum Attorneys' Fees and Costs Award. Plaintiffs' Counsel will use standard devices, including the National Change-of-Address database or equivalent, to

obtain forwarding addresses before mailing and will use appropriate skip tracking or a similar resource to take appropriate steps to maximize the probability that the Class Notices will be received by all FLSA and Rule 23 Plaintiffs.

6. Rule 23 Opt-Outs and Objections to Settlement.

a. Opt-Outs. All Rule 23 Plaintiffs will be bound by the Settlement Approval Order and Judgment unless they timely express in writing their desire to opt out of the class of which they are otherwise a member by submitting to Plaintiffs' Counsel or their designated agent a Rule 23 Settlement Opt-Out Statement. To be effective, such Rule 23 Settlement Opt-Out Statements must be sent via Priority United States mail and postmarked by the deadline date certain to be set by the Court and specified in the Class Notice, which deadline shall be 75 days from the date the applicable Class Notice is first mailed. The time to submit a Rule 23 Settlement Opt-Out Statement shall not be enlarged for returned mailings.

b. Objections. Any Settling Rule 23 Plaintiff who wishes to present objections to the proposed settlement at the Fairness Hearing must first do so in writing. To be considered, the individual must submit a timely objection to the Court, Defendants' Counsel, and Plaintiffs' Counsel, stating his or her name and address, the title of the lead case, *Burch v. Qwest*, and a description of his or her objections, the reasons for the objections and his or her signature. The objection must be mailed via Priority United States Mail and postmarked by the deadline date certain to be set by the Court and specified in the Class Notice, which deadline shall be 75 days from the date the applicable Class Notice is first mailed. The time to submit objections shall not be enlarged for returned mailings. Any Settling Rule 23 Plaintiff who has not filed and served timely written objections and filed and served a timely Notice of Intention to Appear (described below) may not speak at the Fairness Hearing. The Settling Parties may file with the Court written responses to any filed objections no later than 14 calendar days before the Fairness Hearing.

c. Speaking at the Fairness Hearing. Any Settling Rule 23 Plaintiff who timely objects to the Settlement Agreement and who wishes to speak at the Fairness Hearing may request permission from the Court to do so by submitting to the Court, Defendants' Counsel and Plaintiffs' Counsel a "Notice of Intention to Appear." The Notice of Intention to Appear shall be in writing and must include the individual's name, address, title of the lead case, *Burch v. Qwest*, a prominent statement that it is his or her "Notice of Intention to Appear," a signature, and a description of the comments to be made at the Fairness Hearing. To be effective, a Notice of Intention to Appear must be sent via Priority United States mail and postmarked no later than 75 days from the date the applicable Class Notice is first mailed. The time to submit a Notice of Intention to Appear shall not be enlarged for returned mailings. Any Settling Rule 23 Plaintiff who has not timely filed and served a written Notice of Intention to Appear may not speak at the Fairness Hearing.

7. FLSA Plaintiff Exclusion and Rejection of Settlement. All FLSA Plaintiffs will be bound by the Settlement Approval Order and Judgment unless they timely submit, in writing, a Notice of Exclusion and Rejection of the Settlement. To be effective, such request must be sent via Priority United States mail and postmarked by the

deadline date certain to be set by the Court and specified in the Class Notice, which deadline shall be 75 days from the date the applicable Class Notice is first mailed. The time to submit a request for a Notice of Exclusion and Rejection of the Settlement shall not be enlarged for returned mailings.

8. Motion for Final Settlement Approval and Entry of Judgment. Within the time-frame provided above in Section II.C.1, Plaintiffs' Counsel will file on behalf of the Settling Parties a Joint Motion for Final Settlement Approval and Entry of Judgment. The proposed Settlement Approval Order and Judgment (in the form attached as **Exhibit G**) will:

a. Approve this Agreement in all respects and approve the settlement as fair, adequate and reasonable;

b. Approve a *cy pres* recipient and establish the deadline for it to receive any amounts remaining in the Total Settlement Fund after the payment of Individual Settlement Sums (less the deductions allowed in Section II.B.2.);

c. Release the Qwest Defendants and all other Released Parties from any and all Released Claims that any Settling Plaintiff has against a Qwest Defendant or any other Released Party, except any claims for enforcement of this Agreement;

d. Release the Qwest Defendants and all other Released Parties from any demand or claim for attorneys' fees or costs by any Plaintiff or any legal counsel retained by or serving any Plaintiffs in the Litigation, or otherwise for any liability for attorneys' fees or costs apart from or in addition to the Maximum Attorneys'

Fees and Costs Award, and bar and permanently enjoin any Plaintiff or legal counsel retained by or serving any Plaintiffs in the Litigation from making any further claim for attorneys' fees or costs associated in any way with the Litigation;

e. Dismiss all of the Settling Plaintiffs' and Non-Responding FLSA Plaintiffs' claims in the Litigation with prejudice and without further costs;

f. Dismiss without prejudice the claims of the Opt-Out Rule 23 Plaintiffs and Rejecting FLSA Plaintiffs, tolling the statute of limitations applicable to such claims for 60 days following the date the Settlement Approval Order and Judgment are entered;

g. Dismiss with prejudice the claims of the Non-Qualified Plaintiffs listed in **Exhibit I** who filed written consents to be party plaintiffs in the FLSA collective action but whom the Parties agree do not have timely claims.

h. Bar and permanently enjoin all Settling Plaintiffs (and their successors in interest) from instituting, asserting, or prosecuting against any Qwest Defendant or any other Released Party any and all Released Claims, including but not limited to in a class or collective action, that any Settling Plaintiff has against a Qwest Defendant or any other Released Party, except any claims for enforcement of this Agreement;

i. Bar and permanently enjoin all Non-Responding FLSA Plaintiffs (and their successors in interest) from instituting, asserting, or prosecuting against any Qwest Defendant or any other Released Party any and all claims dismissed by the Court with prejudice; and

j. Reserve continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Settlement Agreement and any orders related thereto, and over the administration and distribution of the Total Settlement Fund, including any claims thereunder or otherwise for attorneys' fees and costs relating to the Litigation.

9. Release and Dismissals. Upon the Effective Date, the Settling Plaintiffs shall be deemed to have, and by operation of the Settlement Approval Order and Judgment, shall have, fully, finally, and forever released, relinquished and discharged any and all Released Claims against the Qwest Defendants and Released Parties. It is understood that the Settling Plaintiffs fully release the Qwest Defendants and Released Parties from, and covenant not to sue or otherwise cause to be instituted in any legal or administrative proceedings against them for any and all Released Claims that any Settling Plaintiff has against a Qwest Defendant or any other Released Party, except any claims for enforcement of this Agreement.

Each executed Claim Form and Release shall contain a confidentiality provision acknowledging the highly confidential nature of the settlement and stating that by signing the Claim Form and Release, the Accepting FLSA or Accepting Rule 23 Plaintiff agrees to keep the amounts of both the Total Settlement Sum and the Individual Settlement Sum strictly confidential and agreeing to the other provisions set forth in Section II.D.1 of this Settlement Agreement.

Non-Responding FLSA Plaintiffs will be bound by the Settlement Approval Order and Judgment, which shall dismiss, with prejudice, all claims or causes of action which were or could have been asserted in the Litigation against the Released Parties by such Non-Responding FLSA Plaintiffs.

FLSA Plaintiffs or Rule 23 Plaintiffs who, prior to the Effective Date, assert in any forum any claims that would be Released Claims on the Effective Date shall not be paid any Individual Settlement Sum, at the sole option of Qwest Defendants.

10. Distribution of Settlement.

a. Plaintiffs' Counsel is responsible for validating all Claim Forms and Releases, Notices of Exclusion and Rejection of Settlement, and Rule 23 Opt-Out Statements received by an individual plaintiff, and ensuring they are properly executed. Within the time-frame provided above in Section II.C.1, Plaintiffs' Counsel will provide to Defendants' Counsel a list of all valid Accepting and Rejecting FLSA Plaintiffs, Accepting and Opt-Out Rule 23 Plaintiffs, any and all validated Notices of Exclusion and Rejection of the Settlement by FLSA Plaintiffs, any and all validated Rule 23 Settlement Opt-Out Statements, and executed and validated Claim Forms and Releases for all Accepting Plaintiffs together with employee identification numbers, and a Revised Allocation List. Within the time-frame found in Section II.C.1, Defendants' Counsel will complete its review of the Revised Allocation List and notify Plaintiffs' Counsel of any comments to the allocations. To the extent that the Revised Allocation List needs to be modified after the Court issues the Settlement Approval Order and Judgment, Plaintiffs will provide to Defendants' Counsel the Final Allocation List of the Individual Settlement Sums pursuant to the time-frame found in Section II.C.1.

b. Within the time-frame provided above in Section II.C.1, Qwest Corporation will provide to Plaintiffs' Counsel an Individual Settlement Sum, as identified in the approved Final Allocation List, for each Accepting FLSA and Accepting Rule 23 Plaintiff in two checks (as provided in Section II.B.5.). Qwest Corporation will also wire payment of Attorneys' Fees and Costs to Plaintiffs' Counsel.

c. Within the time-frame found in Section II.C.1, Defendants' Counsel shall provide a list to Plaintiffs' Counsel of all Accepting FLSA Plaintiffs and Accepting Rule 23 Plaintiffs who have not cashed their checks. Qwest Corporation shall cooperate with reasonable requests by Plaintiffs' Counsel to re-issue any lost or damaged settlement checks.

d. Checks issued to Accepting FLSA Plaintiffs and Accepting Rule 23 Plaintiffs shall be cancelled if not cashed within the time-frame found in Section II.C.1, at which point the Accepting FLSA Plaintiff's and Accepting Rule 23 Plaintiff's entitlement to receive payment pursuant to this Settlement Agreement shall be extinguished. An Accepting FLSA Plaintiff's and Accepting Rule 23 Plaintiff's failure to cash a settlement check shall have no effect on the Settlement Approval Order and Judgment or his or her release of claims, or the extinguishment of claims, pursuant to this Settlement Agreement, or the enforceability of the terms of this Settlement Agreement against him or her.

11. Effect of Failure to Grant Final Settlement Approval. In the event the Court fails to enter the Preliminary Approval Order or the final Settlement Approval Order and Judgment in the form contemplated by or under the terms included in this Settlement Agreement, or otherwise does not approve all elements of this Settlement

Agreement, a determination that each Party may each make in its sole discretion, the Parties, or any of them, shall have the option to declare this Settlement Agreement void or to accept changes found by the Court to be necessary to secure Court approval. In the event this Settlement Agreement becomes void or is terminated pursuant to this Section or Section II.C.12: (1) the Litigation will proceed as if no settlement had been attempted and the Court will provide notice to the Rule 23 Plaintiffs and FLSA Plaintiffs that the settlement will not proceed and that, as a result, no payments will be made; (2) no party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including, but not limited to, objections to class certification and claims and defenses on the merits; (3) no term or draft of this Agreement, or any aspect of the Parties' settlement discussions, including related documentation, will have any effect or be admissible into evidence for any purpose in the Litigation or in any other proceeding; and (4) the Qwest Defendants shall have no obligation to pay all or any part of the Total Settlement Fund.

[redacted]

[redacted]

D. Additional Provisions.

1. Confidentiality. The terms and conditions of this Settlement Agreement are highly confidential. Without the prior written consent of the Qwest Defendants, Plaintiffs will not in any manner publicize, disclose or otherwise make known, or permit or cause to be made known, to any person other than FLSA Plaintiffs, Rule 23 Plaintiffs, the Qwest Defendants, or the Court, the terms and conditions of this Settlement Agreement. The Settling Parties shall, however, have the right to disclose in response to a request from a third party that "the matter was resolved," or words to that effect. To the extent required by the Court, the Settling Parties shall also have the right to disclose the terms of this Settlement Agreement to the Court at the preliminary or final approval hearings. Plaintiffs shall keep the amount of the Total Settlement Fund, and the allocated Individual Settlement Sums, strictly confidential and shall not discuss or divulge, except to tax advisors, spouses and attorneys (from whom they must first obtain a commitment that those persons will not disclose to anyone else), or if compelled by a judicial or government officer (in which case the party receiving the request shall

provide notice to Defendants' Counsel to allow the Qwest Defendants to object). Upon proof of a breach of this agreement, in addition to all other remedies available under the law, the Qwest Defendants are entitled to recover from the breaching Plaintiff liquidated damages equal to 25% of the breaching Plaintiff's Individual Settlement Sum.

The Settling Parties shall request leave from the Court to file the Settlement Agreement under seal in the Court's record and shall not mention the amount of the Total Settlement Fund or Maximum Attorneys' Fees and Costs Award or any other terms of settlement in any publicly-filed documents. If the Court denies the Settling Parties' request to file the Settlement Agreement under seal, the Settling Parties will work together to ensure confidentiality of the Settlement Agreement in their court filings and all other provisions regarding confidentiality will remain in full force and effect.

2. Media. Plaintiffs and Plaintiffs' Counsel shall not disclose or discuss the Litigation or the terms of this Settlement Agreement with any third party, including with any members of the media, and shall not otherwise intentionally disclose or cause any discussion of the Litigation or the terms of this Settlement Agreement to be reported publicly, such as via the media or the internet. Plaintiffs' Counsel shall limit their direct communications with any third party, including media representatives, regarding the Litigation or this Settlement Agreement to stating that "the matter was resolved" or words to that effect. However, it shall not be a violation of this Section or of the Settlement Agreement for Plaintiffs' Counsel to disclose that they were counsel for Plaintiffs in this matter and or to discuss publicly available information regarding the

Litigation. It shall not be a violation of this Section or of the Settlement Agreement for Plaintiffs Counsel at any time to advise their clients in the Litigation in any fashion.

3. Entire Agreement. This Settlement Agreement supersedes all prior written and verbal promises and agreements between the Settling Parties. This Settlement Agreement constitutes the entire agreement between the Parties and may be amended, modified, or superseded only by a written agreement signed by the Parties. No oral statements by any employee or agent of any Released Party shall modify or otherwise affect the terms and provisions of this Settlement Agreement.

4. Construction. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. All parties have been represented by legal counsel; no party shall be deemed the drafter of this Settlement Agreement for purposes of construction. The Parties acknowledge that the terms of the Settlement Agreement are contractual and are the product of arms-length negotiations between the parties and their counsel. Each party, through their counsel, cooperated and participated in the drafting and preparation of this Settlement Agreement.

5. Exhibits Incorporated by Reference. Each and every exhibit to this Settlement Agreement is incorporated herein by reference as though fully set forth herein.

6. Binding Effect and Waiver of Breach. This Settlement Agreement shall be binding upon the Parties, and, with respect to Plaintiffs, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns. The waiver by one party of any breach of this Settlement Agreement by any

other party shall not be deemed a waiver, by that party or by any other undersigned party, of any other prior or subsequent breach of this Settlement Agreement.

7. Choice of Law. This Settlement Agreement shall be construed in accordance with the laws of the State of Minnesota.

8. Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto; but this Settlement Agreement is not designed to create any third party beneficiaries.

9. Best Efforts. The Parties agree to cooperate in the execution of such documents and pleadings as are reasonably necessary and appropriate to obtain approval and implementation of this Settlement Agreement, and to use their best efforts to perform all terms of this Settlement Agreement.

10. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation and enforcement of the terms of this Settlement Agreement and resulting Final Settlement Approval Order and Judgment, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Settlement Agreement.

11. Authority. Plaintiffs' Counsel, on behalf of all Plaintiffs in the Litigation, are expressly authorized by the Named Plaintiffs to take all appropriate action required or permitted to be taken by Plaintiffs, pursuant to this Settlement Agreement, to effect its terms and also are expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of Plaintiffs which they deem

appropriate. Each counsel or other person executing the Settlement Agreement hereby warrants that such person has the full authority to do so.

12. No Admissions. Neither this Settlement Agreement nor any document referred to herein, nor any document prepared in connection herewith, nor any action taken to implement this Settlement Agreement is, or may be construed as, or may be used as, an admission or concession by or against any of the Released Parties on any point of fact or law, or of any alleged fault, wrongdoing, or liability whatsoever, such wrongdoing and liability being expressly denied, and no final adjudication thereof having been made in the Litigation. The Settling Parties have entered into this Settlement Agreement solely as a compromise of all claims for the purpose of concluding the disputes between them, and this Settlement Agreement may not be used by any third party against any party hereto.

13. Assignment of Claims. Plaintiffs represent and warrant that they maintain complete control over the disposition of their claims and have never assigned to anyone any part of the claims being released herein. In the event any Plaintiff has assigned all or any portion of his or her claim to any assignee, lien holder, or statutory or other subrogee who asserts claims against any Released Party relating in any way to the Released Claims, the assigning Plaintiff agrees to indemnify, defend, and hold the Released Parties harmless from such claims.

14. No Liability for Disbursements. No person shall have any claim against the Qwest Defendants or any agent designated by the Qwest Defendants based on

distributions made substantially in accordance with this Agreement or court orders, including the allocation of Individual Settlement Sums to each Settling Plaintiff.

15. Captions. The captions or headings of the sections and paragraphs of this Settlement Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.

16. Counterparts. This Settlement Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. The Parties further agree that any facsimile or scanned copy of a party's signature is valid and binding to the same extent as an original signature.

17. Return of Materials. Within thirty (30) days after the Effective Date, except as permitted by the Stipulated Protective Order in this action, Plaintiffs and Plaintiffs' Counsel (including Plaintiffs' Counsel's agents and Plaintiffs' expert witness(es)) shall, return or destroy all originals and duplicate copies of all materials or information produced or obtained from the Qwest Defendants in the discovery process (whether by formal or informal discovery) and settlement process. This includes, but is not limited to, business records, proprietary information, compensation information, or any other documents, materials, summaries, or notes relating to this case. If any material or information is destroyed, rather than returned to the Qwest Defendants by Plaintiffs and/or Plaintiffs' Counsel pursuant to this paragraph, Plaintiff or Plaintiffs' Counsel shall

provide an affidavit to Defendants' Counsel within seven (7) calendar days attesting to and verifying the destruction thereof.

In witness whereof, the parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Dated: Apr 25, 2012

Nichols Kaster, PLLP

By: ______________________

James H. Kaster
4600 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Attorney for Plaintiffs

Dated: April 25, 2012

Qwest Corporation

By: ______________________

Daniel C. Barr
Perkins Coie LLP
2901 North Central Ave
Phoenix, AZ 85012
Attorney for Qwest Corporation

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

No. 06CV3523-MJD/AJB

Felicia Burch et al.,
Plaintiffs,
v.
Qwest Corp.,
Defendant.

FAIR LABOR STANDARDS ACT CLAIM FORM AND RELEASE

I, <NAME> received the Notice of Fair Labor Standards Act Collective Action Settlement in the Lawsuit against Qwest, which informed me that I will receive a payment in the gross amount of $<<AMOUNT>>, less applicable taxes and withholdings, if I return this Claim Form and Release by **Month DD, 2012**. I understand that this amount may change based on the final outcome of the Settlement before the Court.

I wish to take part in the Settlement. By signing and returning this form, I understand that I am releasing and discharging all claims, known or unknown, that were or could have been asserted in *Burch v. Qwest Communications International Inc.*, No. 06-CV-3523-MJD/AJB, or *Jones v. Qwest Communications International Inc.*, No. 07-CV-2979-MJD/AJB, or otherwise against Qwest Corporation d/b/a CenturyLink QC, Qwest Communications Company LLC d/b/a CenturyLink QCC, f/k/a Qwest Communications Corporation, and Qwest Communications International Inc., ("the Qwest Companies") and any parent, predecessor, successor, current or former subsidiary or affiliated company of each, and benefit plans maintained by any of them, and the current and former directors, officers, employees, shareholders, and agents of any or all of them, including CenturyLink, Inc., and all its corporate affiliates and subsidiaries ("Released Parties"), under the federal Fair Labor Standards Act ("FLSA"), state laws governing wage and hour claims or any other state or federal statute, regulation or rule, or under any contract or equitable theory or the common law, for any alleged failure to pay wages while employed as a Sales Consultant or Sales and Service Consultant by any or all of the Released Parties, including but not limited to, overtime pay or minimum wages, failure to provide meal periods and/or rest breaks, failure to accurately calculate wages, failure to keep records, or failure to timely pay any compensation earned, up to and including the Effective Date of the Settlement Agreement (the "Released Claims"). "Released Claims" do not include claims for vested pension or other benefits not associated with the settlement payments provided for in the Settlement or not associated with any claims for off-the-clock work, nor shall "Released Claims" include ERISA claims except to the extent such claims relate to benefits associated with or related to, or alleged to be associated with or related to, known or unknown claims for off-the-clock work that were or could have been asserted in the Litigation. Further, "Released Claims" shall not include claims related to short-term disability or long-term disability, or employment discrimination or tort claims that do not relate to record-keeping, off-the-clock work, or the payment of minimum wage or overtime or provision of rest and meal breaks.

California Civil Code § 1542 (for California Residents Only): I expressly waive any and all rights and benefits which I may have under California Civil Code § 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I understand that the terms of the Settlement, including the amount of the Total Settlement Fund and my payment, are highly confidential. I therefore promise to keep and maintain in strict confidence the terms of the Settlement, including the amount of the Total Settlement Fund and the amount of money I am receiving from this Settlement, and shall not disclose those terms except to my spouse, tax advisors and attorneys (from whom I will obtain a commitment that they will not disclose to anyone else), or if compelled by judicial or government officers (for example, in response to a subpoena or court order). If asked about the Settlement, all I am allowed to say is "the matter was resolved." If I am compelled to disclose any of the Settlement Terms to a judicial or government officer, I will provide notice to Qwest's Counsel in order to allow Qwest the right to object to the disclosure. I understand and agree that if it is proven that I have disclosed the Settlement Terms to anyone else, Qwest shall be entitled to recover from me liquidated damages equal to one fourth of the money I am paid for this Settlement.

________________________ ____________________
Signature Date

Information on File
<FULL NAME>
<ADDRESS>
<CITY, STATE ZIP>

Please make corrections to information on file below if necessary.
____
____
____

13141-2073/LEGAL23717457.1

Mail, Fax or Email this Form by **Month DD, 2012** to: **Nichols Kaster, PLLP, Attn: Reena Desai.**
Address: 4600 IDS Center, 80 South 8th Street, Minneapolis, MN 55402 ** Fax: 612.215.6870 or 612.338.4878 ** Email: rdesai@nka.com

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Felicia Burch et al.,

Plaintiffs,

v.

Qwest Corp.,

Defendant.

No. 06CV3523-MJD/AJB

RULE 23 CLAIM FORM AND RELEASE

I, <NAME> received the Notice of Class Action Settlement in the Lawsuit against Qwest, which informed me that I will receive a payment in the gross amount of $<<AMOUNT>>, less applicable taxes and withholdings, if I return this Claim Form and Release by **Month DD, 2012**. I understand that this amount may change based on the final outcome of the Settlement before the Court.

I wish to take part in the Settlement. By signing and returning this form, I understand that I am releasing and discharging all claims, known or unknown, that were or could have been asserted in *Burch v. Qwest Communications International Inc.*, No. 06-CV-3523-MJD/AJB, or *Jones v. Qwest Communications International Inc.*, No. 07-CV-2979-MJD/AJB, or otherwise against Qwest Corporation d/b/a CenturyLink QC, Qwest Communications Company LLC d/b/a CenturyLink QCC, f/k/a Qwest Communications Corporation, and Qwest Communications International Inc., ("the Qwest Companies") and any parent, predecessor, successor, current or former subsidiary or affiliated company of each, and benefit plans maintained by any of them, and the current and former directors, officers, employees, shareholders, and agents of any or all of them, including CenturyLink, Inc., and all its corporate affiliates and subsidiaries ("Released Parties"), under the federal Fair Labor Standards Act ("FLSA"), state laws governing wage and hour claims or any other state or federal statute, regulation or rule, or under any contract or equitable theory or the common law, for any alleged failure to pay wages while employed as a Sales Consultant or Sales and Service Consultant by any or all of the Released Parties, including but not limited to, overtime pay or minimum wages, failure to provide meal periods and/or rest breaks, failure to accurately calculate wages, failure to keep records, or failure to timely pay any compensation earned, up to and including the Effective Date of the Settlement Agreement (the "Released Claims"). "Released Claims" do not include claims for vested pension or other benefits not associated with the settlement payments provided for in the Settlement or not associated with any claims for off-the-clock work, nor shall "Released Claims" include ERISA claims except to the extent such claims relate to benefits associated with or related to, or alleged to be associated with or related to, known or unknown claims for off-the-clock work that were or could have been asserted in the Litigation. Further, "Released Claims" shall not include claims related to short-term disability or long-term disability, or employment discrimination or tort claims that do not relate to record-keeping, off-the-clock work, or the payment of minimum wage or overtime or provision of rest and meal breaks.

California Civil Code § 1542 (for California Residents Only): I expressly waive any and all rights and benefits which I may have under California Civil Code § 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I understand that the terms of the Settlement, including the amount of the Total Settlement Fund and my payment, are highly confidential. I therefore promise to keep and maintain in strict confidence the terms of the Settlement, including the amount of the Total Settlement Fund and the amount of money I am receiving from this Settlement, and shall not disclose those terms except to my spouse, tax advisors and attorneys (from whom I will obtain a commitment that they will not disclose to anyone else), or if compelled by judicial or government officers (for example, in response to a subpoena or court order). If asked about the Settlement, all I am allowed to say is "the matter was resolved." If I am compelled to disclose any of the Settlement Terms to a judicial or government officer, I will provide notice to Qwest's Counsel in order to allow Qwest the right to object to the disclosure. I understand and agree that if it is proven that I have disclosed the Settlement Terms to anyone else, Qwest shall be entitled to recover from me liquidated damages equal to one fourth of the money I am paid for this Settlement.

____________________________ ________________________
Signature Date

Information on File	**Please make corrections to information on file below if necessary.**
<FULL NAME>	________________________
<ADDRESS>	________________________
<CITY, STATE ZIP>	________________________

13141-2073/LEGAL23717461.1

Mail, Fax or Email this Form by Month DD, 2012 to: Nichols Kaster, PLLP, Attn: Reena Desai.
Address: 4600 IDS Center, 80 South 8th Street, Minneapolis, MN 55402 ** Fax: 612.215.6870 or 612.338.4878 ** Email: rdesai@nka.com

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Felicia Burch et al.,
Plaintiffs,
v.
Qwest Corp.,
Defendant.

No. 06CV3523-MJD/AJB

FAIR LABOR STANDARDS ACT AND RULE 23 CLAIM FORM AND RELEASE

I, <NAME> received the Notice of Fair Labor Standards Act Collective Action Settlement and Class Action Settlement in the Lawsuit against Qwest, which informed me that I will receive a payment in the gross amount of $<<AMOUNT>>, less applicable taxes and withholdings, if I return this Claim Form and Release by **Month DD, 2012**. I understand that this amount may change based on the final outcome of the Settlement before the Court.

I wish to take part in the Settlement. By signing and returning this form, I understand that I am releasing and discharging all claims, known or unknown, that were or could have been asserted in *Burch v. Qwest Communications International Inc.*, No. 06-CV-3523-MJD/AJB, or *Jones v. Qwest Communications International Inc.*, No. 07-CV-2979-MJD/AJB, or otherwise against Qwest Corporation d/b/a CenturyLink QC, Qwest Communications Company LLC d/b/a CenturyLink QCC, f/k/a Qwest Communications Corporation, and Qwest Communications International Inc., ("the Qwest Companies") and any parent, predecessor, successor, current or former subsidiary or affiliated company of each, and benefit plans maintained by any of them, and the current and former directors, officers, employees, shareholders, and agents of any or all of them, including CenturyLink, Inc., and all its corporate affiliates and subsidiaries ("Released Parties"), under the federal Fair Labor Standards Act ("FLSA"), state laws governing wage and hour claims or any other state or federal statute, regulation or rule, or under any contract or equitable theory or the common law, for any alleged failure to pay wages while employed as a Sales Consultant or Sales and Service Consultant by any or all of the Released Parties, including but not limited to, overtime pay or minimum wages, failure to provide meal periods and/or rest breaks, failure to accurately calculate wages, failure to keep records, or failure to timely pay any compensation earned, up to and including the Effective Date of the Settlement Agreement (the "Released Claims"). "Released Claims" do not include claims for vested pension or other benefits not associated with the settlement payments provided for in the Settlement or not associated with any claims for off-the-clock work, nor shall "Released Claims" include ERISA claims except to the extent such claims relate to benefits associated with or related to, or alleged to be associated with or related to, known or unknown claims for off-the-clock work that were or could have been asserted in the Litigation. Further, "Released Claims" shall not include claims related to short-term disability or long-term disability, or employment discrimination or tort claims that do not relate to record-keeping, off-the-clock work, or the payment of minimum wage or overtime or provision of rest and meal breaks.

California Civil Code § 1542 (for California Residents Only): I expressly waive any and all rights and benefits which I may have under California Civil Code § 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I understand that the terms of the Settlement, including the amount of the Total Settlement Fund and my payment, are highly confidential. I therefore promise to keep and maintain in strict confidence the terms of the Settlement, including the amount of the Total Settlement Fund and the amount of money I am receiving from this Settlement, and shall not disclose those terms except to my spouse, tax advisors and attorneys (from whom I will obtain a commitment that they will not disclose to anyone else), or if compelled by judicial or government officers (for example, in response to a subpoena or court order). If asked about the Settlement, all I am allowed to say is "the matter was resolved." If I am compelled to disclose any of the Settlement Terms to a judicial or government officer, I will provide notice to Qwest's Counsel in order to allow Qwest the right to object to the disclosure. I understand and agree that if it is proven that I have disclosed the Settlement Terms to anyone else, Qwest shall be entitled to recover from me liquidated damages equal to one fourth of the money I am paid for this Settlement.

______________________________ __________________________
Signature Date

Information on File
<FULL NAME>
<ADDRESS>
<CITY, STATE ZIP>

Please make corrections to information on file below if necessary.

____
____
____

13141-2073/LEGAL23717464.1

Mail, Fax or Email this Form by Month DD, 2012 to: Nichols Kaster, PLLP, Attn: Reena Desai.
Address: 4600 IDS Center, 80 South 8th Street, Minneapolis, MN 55402 ** Fax: 612.215.6870 or 612.338.4878 ** Email: rdesai@nka.com

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Felicia Burch et al.,
Plaintiffs,
v.
Qwest Corp.,
Defendant.

No. 06-CV-3523-MJD/AJB

NOTICE OF FAIR LABOR STANDARDS ACT COLLECTIVE ACTION SETTLEMENT

If you signed a consent form to join the *Burch* or *Jones* lawsuits and were employed as a Qwest Sales Consultant and/or Sales and Service Consultant a proposed settlement may affect your rights.

A federal court authorized this notice. It is not a solicitation from a lawyer.

- You are receiving this Notice of Fair Labor Standards Act Collective Action Settlement ("Notice") because you signed a plaintiff consent form to join the lawsuit in either *Burch v. Qwest Corporation et. al.*, No. 06-CV-3523-MJD/AJB, or *Jones v. Qwest Corporation et. al.*, No. 07-CV-2979-MJD/AJB, (collectively the "Lawsuit") against Qwest.
- The purpose of this Notice is to notify you that a Settlement has been reached in the Lawsuit. The Settlement resolves litigation over whether Qwest paid all overtime and minimum wages allegedly owed under state and federal law to current and former employee-plaintiffs involved in the Lawsuit.
- This Notice is to inform you of the Settlement, explain your rights and options, and explain how you can obtain more information.
- Because this is a confidential Settlement, you are not permitted to disclose to others this Notice or the terms of the confidential Settlement described within it.
- The Settlement will pay for claims and provide Qwest and its affiliates and related parties with a release. Your legal rights are affected whether you act or don't act. Please read this Notice carefully.
- Your rights and options, and the deadlines to exercise them, are explained in more detail below.
- The Court has preliminarily approved the Settlement. It has not decided whether to finally approve the Settlement. Payments will be made only if the Court finally approves the Settlement and after any appeals are resolved.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT AND SETTLEMENT	
SUBMIT A CLAIM FORM BY MONTH DD, 2012	The only way to get a payment is to submit the Claim Form attached to this Notice. You will release your claims, as described in Question 9 in this Notice and in the Claim Form and Release.
EXCLUDE YOURSELF BY MONTH DD, 2012	You can choose to exclude yourself from the Settlement. If you exclude yourself, you lose the right to receive a payment from this Settlement and you will not be bound by any decision in this Lawsuit. If you wish to pursue any claim you may have, you would need to hire a new lawyer, at your own expense.
DO NOTHING	Get no payment. Give up rights to ever sue Qwest and its affiliated and related parties about the legal claims in this case.

BASIC INFORMATION

1. What is this Lawsuit about?

The Lawsuit consists of two cases filed in U.S. District Court for the District of Minnesota: *Burch v. Qwest Corporation et. al.*, (No. 06-CV-3523-MJD/AJB), and *Jones v. Qwest Corporation et. al.*, (No. 07-CV-2979-MJD/AJB).

The *Burch* case involves claims that Qwest did not pay certain wages allegedly due to Sales Consultant and Sales and Service Consultants (collectively, "Consultants") under the federal Fair Labor Standards Act ("FLSA") and Minnesota, Colorado, Oregon and Washington state laws. The Court certified a collective action for the FLSA claims, and state class actions for the state claims that Consultants were not paid overtime associated with logging onto and off of computer programs at the beginning and end of work shifts. The *Jones* case includes claims similar to those in *Burch*, and the Court consolidated the two cases for pretrial proceedings. Individuals in these classes are called "Plaintiffs."

Qwest strongly denies the Plaintiffs' claims; denies that it has violated any laws or done anything unlawful; and denies that it has caused any damage to Plaintiffs.

2. What is a FLSA collective action and a class action?

An FLSA collective action requires individuals to affirmatively opt-in to the Lawsuit to assert federal FLSA claims. Individuals like you, who filed a consent form to join the *Burch* or *Jones* action are called "FLSA Plaintiffs." As an FLSA Plaintiff, you are covered by the Settlement.

In a class action, one or more persons called "Class Representatives" sue on behalf of other persons with allegedly similar claims, called the class. One court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class. Qwest's records, however, show that you are not a class member, and therefore you need not do anything further regarding the class action claims.

3. Why is there a Settlement?

There has been no trial on the Plaintiffs' claims. Instead, the Plaintiffs and Qwest agreed to this Settlement to avoid the costs and risks of trial and/or appeal. If Plaintiffs were to lose at trial, you would recover nothing. The Settlement provides the opportunity for payment to FLSA Plaintiffs in exchange for a release of their claims against Qwest and their affiliates and related parties. Your attorneys believe that the Settlement is a fair and reasonable settlement for the classes.

THE SETTLEMENT BENEFITS

4. What does it mean that this Settlement is Highly Confidential?

The terms of the Settlement are highly confidential. This means that you must keep and maintain in strict confidence those terms, including the amount of the Total Settlement Fund (described below in Question 5) and the amount of money allocated to you. You may not disclose those terms to anyone except to your spouse, tax advisors and attorneys (from whom you must first obtain a commitment that they will not disclose to anyone else), or if compelled by a judicial or government officers (for example, in response to a subpoena or court order). If asked about the Settlement, all you are allowed to say is "the matter was resolved" or, if applicable, "I chose to exclude myself from the settlement." If you are compelled to disclose any of the Settlement Terms to a judicial or government officer, you must provide notice to Qwest's Counsel, listed below, in order to allow Qwest the right to object to the disclosure.

DORSEY & WHITNEY, LLP
c/o Ryan E. Mick
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498

5. What does the Settlement provide?

Upon final approval of the Settlement by the Court, Qwest Corporation will pay $4,711,537 (the "Total Settlement Fund") in full and final settlement of the *Burch* and *Jones* cases. This Total Settlement Fund will pay all timely and valid claims, as well as Court-approved attorneys' fees and costs, service payments to class representatives and certain plaintiffs, with the remainder to be divided according to the allocation plan developed by your attorneys and approved by the Court.

6. Will I receive a payment, and if so, how much will my payment be?

As an FLSA Plaintiff, you are eligible to receive a payment under the terms of the Settlement. Your payment from the Total Settlement Fund is currently estimated to be $____________. That amount is subject to change, depending on the final resolution of the Settlement before the Court. If the Settlement does not become final or your payment amount changes, your attorneys will notify you.

If you submit a valid and timely Claim Form and Release, and after the Court grants final approval of the Settlement and all appeals are resolved (and those appeals do not disapprove or modify the Settlement), payment will be made to you in the form of two checks. The first check will be for half of the total amount of your payment and will be subject to standard required payroll tax withholdings and deductions. You must report this half of your payment as wages and you will receive an IRS Form W-2 to report this amount as wages. The second check will be for the other half of your payment and will be treated as liquidated damages. As such, it will not be subject to payroll withholdings and deductions. You will receive an IRS Form 1099 for this half of your payment.

FLSA Plaintiffs shall be solely responsible for any taxes that may be assessed against them relating to their receipt of a settlement payment, including but not limited to all federal, state, and/or local taxes, and any other liens, obligations, claims, or consequences that may arise. Each person's tax circumstances vary, and neither Qwest nor your attorneys can advise you on your tax issues. You should consult a tax preparer if you have any tax-related questions.

You will have 120 days to cash your check. After that date, the check will be voided. You will be bound by the release, and your claims will be dismissed, with prejudice, even if you fail to timely cash your check.

7. How has the amount of my payment been determined?

The net settlement amount after deductions for attorneys' fees and costs (see Question 14), a single recognition payment to Named Plaintiff Felicia Burch for $1,000, recognition payments of $200 to each plaintiff who attended a deposition, and a contingency fund of $15,000, was allocated to each Named Plaintiff and FLSA Plaintiff. Your attorneys have determined an approximate settlement allocation for each Named Plaintiff and FLSA Plaintiff. Each individual's settlement amount was calculated according to a formula which is based on a week-by-week analysis of overtime due using available payroll data and dates of employment during the relevant time periods. Claims arising after the implementation of the Avaya telephone system by Qwest were reduced to a nominal amount. Each Plaintiff's settlement amount is a pro rata share of the net settlement amount.

8. How do I know that the allocation is fair?

The Court will consider the allocation formula, along with all other aspects of the Settlement, at the final settlement approval hearing. The Court will approve the formula only if the Court finds that it is fair.

9. If I submit a Claim Form and Release, what claims will I be releasing?

If you submit a Claim Form and Release, you will be releasing all claims, known or unknown, that were or could have been asserted in the Lawsuit or otherwise against Qwest, including, any parent, predecessor, successor, current or former subsidiary or affiliated company of each, benefit plans maintained by any of them, and the current and former directors, officers, employees, shareholders, and agents of any or all of them, including CenturyLink, Inc., and all its corporate affiliates and subsidiaries ("Released Parties") under the FLSA, state laws governing wage and hour claims, or any other state or federal statute, regulation or rule, or under any contract or equitable theory or the common law, for any alleged failure to pay wages while employed as a Sales Consultant or Sales and Service Consultant by any or all of the Released Parties, including, but not limited to, overtime pay or minimum wages, failure to provide meal periods and/or rest breaks, failure to accurately calculate wages, failure to keep records, or failure to timely pay any compensation earned up to and including the Effective Date of the Settlement Agreement, which is the day the Settlement becomes final, meaning it has been finally approved by the Court and no longer can be disturbed by any appeal (the "Released Claims"). "Released Claims" do not include claims for vested pension or other benefits not associated with the settlement payments provided for in this Settlement or not associated with any claims for off-the-clock work, nor shall "Released Claims" include ERISA claims except to the extent such claims relate to benefits associated with or related to, or alleged to be associated with or related to, known or unknown claims for off-the-clock work that were or could have been asserted in the Litigation. Further, "Released Claims" shall not include claims related to short term disability or long term disability, or employment discrimination or tort claims that do not relate to record-keeping, off-the-clock work, or the payment of minimum wage or overtime or provision of rest and meal breaks.

You may consult with your attorney or an attorney of your choosing to help you evaluate the impact of releasing those claims.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM AND RELEASE

10. How can I get a payment?

To actually obtain any payment, you will have to complete, sign and submit a valid and timely Claim Form and Release, which is attached to this Notice. You may complete that form and mail, fax, or email it to your attorney at:

Nichols Kaster, PLLP
Attn: Reena I. Desai
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402
Fax: (612) 215-6870 or (612) 338-4878
Telephone: (612) 256-3200
rdesai@nka.com

11. What is the deadline for submitting a Claim Form and Release?

Your signed Claim Form and Release must be received by your attorneys no later than **Month DD, 2012**.

12. When would I get payment?

Payment is conditioned on several things, including the Court's final approval of the Settlement with Qwest and this approval not being disturbed by an appeal. If all conditions to payment are satisfied, the Settlement will be allocated to FLSA Plaintiffs according to the Court-approved allocation plan, which will take several more months. Note, however, that any appeal of the Court's final approval could take a year or more. The Settlement Agreement also could be terminated on several grounds, including if the Court does not approve or modifies the Settlement, or if too many FLSA Plaintiffs choose to exclude themselves. If the Settlement Agreement is terminated, no payments will be made.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The lawyers representing you are listed below. They have represented to the Court that they are qualified to represent you and other class members.

Nichols Kaster, PLLP
James H. Kaster and Reena I. Desai
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402
Fax: (612) 215-6870 or (612) 338-4878
Telephone: (612) 256-3200
Email: rdesai@nka.com

If you would like to discuss the Settlement or have any questions, you may contact your attorneys listed above.

14. How will my lawyers be paid?

The Court will decide how much your lawyers will be paid. Your lawyers will ask the Court for $1,566,666.66 as attorneys' fees, which is approximately one-third of the settlement amount. They will also request $535,540.43 in out-of-pocket costs incurred since the case was filed in 2006. You will not have to pay these fees and expenses. If the Court grants your attorneys' request, this amount will be deducted from the Total Settlement Fund. Their request for attorneys' fees, reimbursement of costs and recognition payment to the lead named Plaintiff and payments to deposed Plaintiffs will be filed with the Court on or before **Month DD, 2012**. Your approximate settlement payment amount already takes into consideration these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. Why would I ask to be excluded?

If you don't want a payment from the Settlement and want to continue to sue separately about the issues in this case, you can choose to exclude yourself from the Settlement.

16. How do I get out of the Settlement?

To exclude yourself from the Settlement, do not fill out a Claim Form and Release. Instead, you must send a letter stating that you wish to be excluded from the Settlement. Be sure to include your name, address, the title of the lead case, *Burch v. Qwest*, a prominent statement that it is your "Notice of Exclusion and Rejection of Settlement," email address if you have one, telephone number, and signature. You must mail your exclusion request by Priority U.S. Mail, postmarked on or before **MONTH DD, 2012** to:

The terms of this Settlement are highly confidential; __do__ __not__ discuss the content of or distribute this Notice.

Nichols Kaster, PLLP
Attn: Reena I. Desai
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402

It is recommended that you keep a copy of your exclusion request. You cannot exclude yourself by telephone or email.

If you ask to be excluded from the Settlement, you will not get to share in the Settlement. You will not be legally bound by anything that happens in this Lawsuit, including this Settlement, and you may be able to sue in the future about the legal issues in this case. Your claims will be dismissed by the Court without prejudice and you will have 60 days from the date of entry of dismissal of this case to re-file your claims, during which your statute of limitations will be tolled. If you fail to re-file your claims during this 60-day period, you will be barred from bringing these claims against Qwest and their affiliates and related parties in the future.

17. If I don't exclude myself, can I sue Qwest for the same thing later?

No. If you chose to submit a timely Claim Form and Release or if you chose to do nothing (described in Question 18), you give up your claims against Qwest and their affiliates and related parties. If you have your own pending lawsuit involving the claims being resolved by this Settlement, speak to your lawyer in that case immediately, because you must exclude yourself to continue your own lawsuit. Remember the exclusion deadline is **MONTH DD, 2012.**

If You Do Nothing

18. What happens if I do nothing at all?

If you do nothing, the Court will be asked to dismiss your claims with prejudice and you will not be able to start a new lawsuit, continue with this lawsuit, or be part of any other lawsuit against Qwest or their affiliates and related parties about the legal issues or claims in this case. To actually obtain any payment, you will have to complete and submit a valid and timely Claim Form and Release, attached to this Notice.

The Court's Fairness Hearing

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at ________.m. on **MONTH DD, 2012**, in Courtroom ____ at the United States District Court for District of Minnesota, 300 South Fourth Street, 202 U.S. Courthouse, Minneapolis, MN 55415. The Court may reschedule this hearing without further notice to you. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Your lawyers will answer questions that the Court may have. But, you are welcome to come at your own expense.

21. May I speak at the hearing?

No, your lawyers will speak on your behalf. If you have something you would like to tell the Court regarding the Settlement, please contact your lawyers.

22. What happens if the Settlement is not approved or is otherwise terminated?

If the Settlement is not approved by the Court, is modified or disapproved on appeal, or is otherwise terminated you will not receive any money under the Settlement and you will not give up any claims that you posses. The case will proceed in litigation as if there had never been a proposed Settlement.

Getting More Information

23. How do I get more information?

Questions about the settlement should be directed to your attorneys, Nichols Kaster, PLLP, Reena I. Desai, 4600 IDS Center, 80 South 8th Street, Minneapolis, MN 55402; Toll Free Telephone: (877) 448-0492; Fax: (612) 215-6870; Email: rdesai@nka.com.

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

EXHIBIT E

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Felicia Burch et al., Plaintiffs, v. Qwest Corp., Defendant.	No. 06-CV-3523-MJD/AJB **NOTICE OF FAIR LABOR STANDARDS ACT COLLECTIVE ACTION AND CLASS ACTION SETTLEMENT**

If you signed a plaintiff consent form to join the *Burch* or *Jones* lawsuits and were employed as a Qwest Sales Consultant and/or Sales and Service Consultant, a proposed settlement may affect your rights.

A federal court authorized this notice. It is not a solicitation from a lawyer.

- You are receiving this Notice of Fair Labor Standards Act Collective Action Settlement and Notice of Class Action Settlement ("Notice") because you signed a plaintiff consent to join the lawsuit in either *Burch v. Qwest Corporation et. al.*, No. 06-CV-3523-MJD/AJB, or *Jones v. Qwest Corporation et. al.*, No. 07-CV-2979-MJD/AJB (collectively the "Lawsuit") against Qwest. Additionally, available records show that you worked as a Qwest Sales Consultant and/or Sales and Service Consultant in Minnesota, Colorado, Oregon and/or Washington during the applicable time period and therefore are a member of one or more classes certified by the Court in this case (together the "Settlement Class"). The Settlement Class, and who is/is not included, is described further below in Question 4.
- The purpose of this Notice is to notify you that a Settlement has been reached in a wage-and-hour collective and class action Lawsuit. The Settlement resolves litigation over whether Qwest paid all overtime and minimum wages allegedly owed under state and federal law to current and former employee-plaintiffs involved in the Lawsuit.
- This Notice is to inform you of the Lawsuit and Settlement, explain your rights and options, and explain how you can obtain more information.
- Because this is a confidential Settlement, you are not permitted to disclose to others this Notice or the terms of the confidential Settlement described within it.
- The Settlement will pay eligible claims and provide Qwest and its affiliates and related parties with a release. Your legal rights are affected whether you act or don't act. Please read this Notice carefully.
- Your rights and options, and the deadlines to exercise them, are explained in more detail below.
- The Court has preliminarily approved the Settlement. It has not decided whether to finally approve the Settlement. Payments will be made only if the Court finally approves the Settlement and after any appeals are resolved.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT AND SETTLEMENT	
SUBMIT A CLAIM FORM BY MONTH DD, 2012	The only way to get a payment is to submit the Claim Form attached to this Notice. You will release your claims, as described in Question 10 in this Notice and in the Claim Form and Release.
EXCLUDE YOURSELF BY MONTH DD, 2012	You can choose to exclude yourself, or "opt out," of this Settlement. If you exclude yourself, you will not receive a payment from this Settlement and you will not be bound by any decision in this Lawsuit. If you wish to pursue any claim you may have, you would need to hire a new lawyer, at your own expense.
OBJECT BY MONTH DD, 2012	You can remain part of the Settlement and write to the Court about why you do not like the Settlement. This option is not open for persons who exclude themselves.
GO TO A HEARING ON MONTH DD, 2012	If you object, you also may ask, by filing a Notice of Appearance, to speak in Court about the fairness of the settlement. This option is not available for persons who exclude themselves.
DO NOTHING	Get no payment. Give up rights to ever sue Qwest and its affiliated and related parties about the legal claims in this case.

BASIC INFORMATION

1. What is this Lawsuit about?

The Lawsuit consists of two cases filed in U.S. District Court for the District of Minnesota: *Burch v. Qwest Corporation et. al.,* (No. 06-CV-3523-MJD/AJB), and *Jones v. Qwest Corporation et. al.,* (No. 07-CV-2979-MJD/AJB).

The *Burch* case involves claims that Qwest did not pay certain wages allegedly due to Sales Consultant and Sales and Service Consultants (collectively, "Consultants") under the federal Fair Labor Standards Act ("FLSA") and Minnesota, Colorado, Oregon and Washington state laws. The Court certified a collective action for the FLSA claims, and state class actions for the state claims that Consultants were not paid overtime associated with logging onto and off of computer programs at the beginning and end of work shifts. The *Jones* case includes claims similar to those in *Burch*, and the Court consolidated the two cases for pretrial proceedings. Individuals in these classes are called "Plaintiffs."

Qwest strongly denies the Plaintiffs' claims; denies that it has violated any laws or done anything unlawful; and denies that it has caused any damage to Plaintiffs.

2. What is a class action and an FLSA collective action?

In a class action, one or more persons called "Class Representatives" sue on behalf of other persons with allegedly similar claims, called the class. One court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class.

An FLSA collective action requires individuals to affirmatively opt-in to the Lawsuit to assert federal FLSA claims. You filed a consent form to join the *Burch* or *Jones* collective action, and available records show that you are also a member of the class that was certified by the Court in the class action. Individuals who filed consent forms are called "FLSA Plaintiffs." The deadline for requesting exclusion from this collective and class action is **Month DD, 2012**.

3. Why is there a Settlement?

There has been no trial on the Plaintiffs' claims. Instead, the Plaintiffs and Qwest agreed to this Settlement to avoid the risks of trial and/or appeal. If Plaintiffs were to lose at trial, they would recover nothing. The Settlement provides the opportunity for payments to the Settlement Class in exchange for a release of claims against Qwest and their affiliates and related parties. Your attorneys believe that the Settlement is a fair and reasonable settlement for the classes.

WHO IS IN THE SETTLEMENT CLASS

4. Am I covered by this Settlement?

Yes, you are covered by this Settlement because available records show that you filed a consent form to become an FLSA Plaintiff. Records show that you also are a member of the Settlement Class ("Settlement Class Member"), which consists of Consultants who are or were employed in one or more of the following states during the time periods listed below and who performed the activities of booting up their computer and logging onto their computer programs before the start of their shift and/or the activities of logging out of their computer programs and/or shutting down their computers after the end of their shift. The time periods for the Settlement Class are:

- Minnesota: August 30, 2003 to March 21, 2012
- Colorado: April 10, 2005 to March 21, 2012
- Oregon: April 10, 2005 to March 21, 2012
- Washington: December 17, 2004 to March 21, 2012

Additionally, the Settlement Class includes former Consultants employed in Washington state from December 17, 2004 to March 21, 2012, and who, during that time, have performed the activities of booting up their computers and logging onto their computer programs before the start of their shifts and/or the activities of logging out of their computer programs and/or shutting down their computers after the end of their shifts.

THE SETTLEMENT

5. What does it mean that this Settlement is Highly Confidential?

The terms of the Settlement are highly confidential. This means that you must keep and maintain in strict confidence those terms, including the amount of the Total Settlement Fund (described below in Question 6) and the amount of money allocated to you. You may not disclose those terms to anyone except to your spouse, tax advisors and attorneys (from whom you must first obtain a commitment that they will not disclose to anyone else), or if compelled by a judicial or government officers (for example, in response to a subpoena or court order). If asked about the Settlement, all you are allowed to say is "the matter was resolved" or, if applicable, "I chose to Opt-Out." If you are compelled to disclose any of the Settlement Terms to a judicial or government officer, you must provide notice to Qwest's Counsel, listed below, in order to allow Qwest the right to object to the disclosure.

DORSEY & WHITNEY, LLP
c/o Ryan E. Mick
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498

6. What does the Settlement provide?

Upon final approval of the Settlement by the Court, Qwest Corporation will pay $4,711,537 (the "Total Settlement Fund") in full and final settlement of the *Burch* and *Jones* cases. This Total Settlement Fund will pay all timely and valid claims, as well as Court-approved attorneys' fees and costs, service payments to class representatives and certain plaintiffs, with the remainder to be divided according to the allocation plan developed by Class Counsel and approved by the Court.

7. How much will my payment be?

Your payment from the Total Settlement Fund is currently estimated to be $____________. That amount is subject to change, depending on the final resolution of the Settlement before the Court. If the Settlement does not become final or your payment amount changes, Class Counsel will notify you.

If you submit a valid and timely Claim Form and Release, and after the Court grants final approval of the Settlement and all appeals are resolved (and those appeals do not disapprove or modify the Settlement), payment will be made to you in the form of two checks. The first check will be for half of the total amount of your payment and will be subject to standard required payroll tax withholdings and deductions. You must report this half of your payment as wages and you will receive an IRS Form W-2 to report this amount as wages. The second check will be for the other half of your payment and will be treated as liquidated damages. As such, it will not be subject to payroll withholdings and deductions. You will receive an IRS Form 1099 for this half of your payment.

Settlement Class Members and all FLSA Plaintiffs shall be solely responsible for any taxes that may be assessed against them relating to their receipt of a settlement payment, including but not limited to all federal, state, and/or local taxes, and any other liens, obligations, claims, or consequences that may arise. Each person's tax circumstances vary, and neither Qwest nor Class Counsel can advise you on your tax issues. You should consult a tax preparer if you have any tax-related questions.

You will have 120 days to cash your check. After that date, the check will be voided. You will be bound by the release, and your claims will be dismissed, with prejudice, even if you fail to timely cash your check.

8. How has the amount of my payment been determined?

The net settlement amount after deductions for attorneys' fees and costs (see Question 15), a single recognition payment to Named Plaintiff Felicia Burch for $1,000, recognition payments of $200 to each plaintiff who attended a deposition, and a contingency fund of $15,000, was allocated to each Settlement Class Member and FLSA Plaintiff. Your attorneys have determined an approximate settlement allocation for each Settlement Class Member and FLSA Plaintiff. Each individual's settlement amount was calculated according to a formula, which is based on a week-by-week analysis of overtime due using available payroll data and dates of employment during the relevant time periods. Claims arising after the implementation of the Avaya telephone system by Qwest were reduced to a nominal amount. Each Plaintiff's settlement amount is a pro rata share of the net settlement amount.

9. How do I know that the allocation is fair?

The Court will consider the allocation formula, along with all other aspects of the Settlement, at the final settlement approval hearing. Settlement Class Members will have an opportunity to object to the formula before the Court rules. The Court will approve the formula only if the Court finds that it is fair.

10. If I don't exclude myself from the Lawsuit, what claims will I be releasing?

If you don't exclude yourself from the Lawsuit (discussed below in Questions 16-18), you will be releasing all claims, known or unknown, that were or could have been asserted in the Lawsuit or otherwise against Qwest, including, any parent, predecessor, successor, current or former subsidiary or affiliated company of each, benefit plans maintained by any of them, and the current and former directors, officers, employees, shareholders, and agents of any or all of them, including CenturyLink, Inc., and all its corporate affiliates and subsidiaries ("Released Parties") under the FLSA, state laws governing wage and hour claims, or any other state or federal statute, regulation or rule, or under any contract or equitable theory or the common law, for any alleged failure to pay wages while employed as a Sales Consultant or Sales and Service Consultant by any or all of the Released Parties, including, but not limited to, overtime pay or minimum wages, failure to provide meal periods and/or rest breaks, failure to accurately calculate wages, failure to keep records, or failure to timely pay any compensation earned up to and including the Effective Date of the Settlement Agreement, which is the day the Settlement becomes final, meaning it has been finally approved by the Court and no longer can be disturbed by any appeal (the "Released Claims"). "Released Claims" do not include claims for vested pension or other benefits not associated with the settlement payments provided for in this Settlement or not associated with any claims for off-the-clock work, nor shall "Released Claims" include ERISA claims except to the extent such claims relate to benefits associated with or related to, or alleged to be associated with or related to, known or unknown claims for off-the-clock work that were or could have been asserted in the Litigation. Further, "Released Claims" shall not include claims related to short term disability or long term disability, or employment discrimination or tort claims that do not relate to record-keeping, off-the-clock work, or the payment of minimum wage or overtime or provision of rest and meal breaks.

You may consult with Class Counsel or an attorney of your choosing to help you evaluate the impact of releasing these claims.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM AND RELEASE

11. How can I get a payment?

To actually obtain any payment, you will have to complete, sign and submit a valid and timely Claim Form and Release, which is attached to this Notice. You may complete that form and mail, fax, or email it to Class Counsel at:

Nichols Kaster, PLLP
Attn: Reena I. Desai
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402
Fax: (612) 215-6870 or (612) 338-4878
rdesai@nka.com

12. What is the deadline for submitting a Claim Form and Release?

Your signed Claim Form and Release must be received no later than **Month DD, 2012**.

13. When would I get payment?

Payment is conditioned on several things, including the Court's final approval of the Settlement with Qwest and this approval not being disturbed by an appeal. If all conditions to payment are satisfied, the Settlement will be allocated to

The terms of this Settlement are highly confidential; __do__ __not__ discuss the content of or distribute this Notice.

Settlement Class Members and FLSA Plaintiffs according to the Court-approved allocation plan, which will take several more months. Note, however, that any appeal of the Court's final approval could take a year or more. The Settlement Agreement also could be terminated on several grounds, including if the Court does not approve or modifies the Settlement, or if too many Settlement Class Members choose to exclude themselves. If the Settlement Agreement is terminated, no payments will be made.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The lawyers listed below have represented to the Court that they are qualified to represent you and all Settlement Class Members. They are called "Class Counsel." The lawyers are:

Nichols Kaster, PLLP
James H. Kaster and Reena I. Desai
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402
Fax: (612) 215-6870 or (612) 338-4878
Telephone: (612) 256-3200
Email: rdesai@nka.com

If you would like to discuss the Settlement or have any questions, you may contact your attorneys listed above.

15. How will my lawyer be paid?

The Court will decide how much your lawyers will be paid. Your lawyers will ask the Court for $1,566,666.66 as attorneys' fees, which is approximately one-third of the settlement amount. They will also request $535,540.43 in out-of-pocket costs incurred since the case was filed in 2006. You will not have to pay these fees and expenses. If the Court grants your attorneys' request, this amount will be deducted from the Total Settlement Fund. Their request for attorneys' fees, reimbursement of costs and recognition payment to the lead named Plaintiff and payments to deposed Plaintiffs will be filed with the Court on or before **Month DD, 2012**. Your approximate settlement payment amount already takes into consideration these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

16. Why would I ask to be excluded?

If you don't want a payment from the Settlement and want to keep the right to sue separately about the issues in this case, you can choose to exclude yourself from the Settlement.

17. How do I get out of the Settlement?

To exclude yourself from the Settlement, do not fill out a Claim Form and Release. Instead, you must send a letter stating that you wish to be excluded from the Settlement. Be sure to include your name, address, the title of the lead case, *Burch v. Qwest*, a prominent statement that it is your "Notice of Exclusion and Rejection of Settlement and Rule 23 Opt Out Request," email address if you have one, telephone number, and signature. You must mail your exclusion request by Priority U.S. Mail, postmarked on or before **Month DD, 2012** to:

Nichols Kaster, PLLP
Attn: Reena I. Desai
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402

It is recommended that you keep a copy of your exclusion request. You cannot exclude yourself by telephone or email.

If you ask to be excluded from the Settlement, you will not get to share in the Settlement. You will not be legally bound by anything that happens in this Lawsuit, including this Settlement, and you may be able to sue in the future about the legal issues in this case. Your claims will be dismissed by the Court without prejudice, and you will have 60 days from the date of entry of dismissal of this case to re-file your claims, during which your statute of limitations will be tolled. If you fail to re-file your claims during this 60-day period, you will be barred from bringing these claims against Qwest and their affiliates and related parties in the future.

18. If I don't exclude myself, can I sue Qwest for the same thing later?

No. If you do not exclude yourself, you will remain in the Settlement and you give up your claims against Qwest and their affiliates and related parties. That is called "releasing" your claims relating to your work as a Sales Consultant and/or Sales and Service Consultant. The full text of the release is included on the Claim Form and Release attached to this Notice and discussed in Question 10. You will be bound by the release, and your claims will be dismissed, with prejudice, unless you exclude yourself from the Settlement, regardless of whether or not you sign and submit a valid and timely Claim Form and Release.

If you have your own pending lawsuit involving the claims being resolved by this Settlement, speak to your lawyer in that case immediately, because you must exclude yourself to continue your own lawsuit. Remember the exclusion deadline is MONTH DD, 2012.

If You Do Nothing

19. What happens if I do nothing at all?

If you do nothing, you will get no money from the Settlement, but you will remain a Settlement Class Member and your claims will be released, and the Court also will be asked to dismiss your claims as a FLSA Plaintiff, with prejudice. You will not be able to start a new lawsuit, continue with this lawsuit, or be part of any other lawsuit against Qwest and their affiliates and related parties about the legal issues or claims in this case. All of the Court's Orders in the Lawsuit will apply to you and legally bind you. To actually obtain any payment, you will have to complete and submit a valid and timely Claim Form and Release, attached to this Notice.

Objecting to the Settlement

20. How may I object to the Settlement?

In your capacity as a Settlement Class Member, you can object to the Settlement or to the request for fees and expenses by Class Counsel. To object, you must send a letter via first class U.S. Mail that includes the following: your name and address, the title of the lead case, *Burch v. Qwest*, a statement of your objections, the reasons you object, and your signature. Mail the objection no later than **Month DD, 2012**, to **all three** addresses listed below. You do not need to hire a lawyer to object.

Class Counsel	Qwest's Counsel	Court
NICHOLS KASTER, PLLP c/o Reena I. Desai 4600 IDS Center, 80 South 8th St. Minneapolis, MN 55402	DORSEY & WHITNEY, LLP c/o Ryan E. Mick 50 South Sixth Street, Suite 1500 Minneapolis, MN 55402-1498	U.S.D.C., District of Minnesota c/o Clerk of Court 300 South Fourth Street 202 U.S. Courthouse Minneapolis, MN 55415

It is recommended that you keep a copy of your written comment or objection.

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. If you do not exclude yourself from the Settlement, you will be bound by the Court's decisions regarding this case and the Settlement even if you object.

The Court's Fairness Hearing

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at .m. on **MONTH DD, 2012**, in Courtroom at the United States District Court for District of Minnesota, 300 South Fourth Street, 202 U.S. Courthouse, Minneapolis, MN 55415. The Court may reschedule this hearing without further notice to you. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

No. Your lawyers will answer questions that the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. Moreover, you do not have to attend to receive payment.

24. May I speak at the hearing?

Your lawyers will speak on your behalf, but if you file a timely objection to the Settlement, you also may ask the Court for permission to speak at the Fairness Hearing. To do so you must send a letter saying that you intend to appear and wish to be heard. Your letter must include your name and address, the title of the lead case, *Burch v. Qwest*, a prominent statement that it is your "Notice of Intention to Appear," your signature, and a description of the comments to be made at the Fairness Hearing. You must mail your Notice of Intention to Appear, postmarked no later than **Month DD, 2012** to **all three** addresses listed below. You cannot speak at the hearing if you excluded yourself as a Class Member or if you fail to file a timely objection.

Class Counsel	Qwest's Counsel	Court
NICHOLS KASTER, PLLP c/o Reena I. Desai 4600 IDS Center, 80 South 8th St. Minneapolis, MN 55402	DORSEY & WHITNEY, LLP c/o Ryan E. Mick 50 South Sixth Street, Suite 1500 Minneapolis, MN 55402-1498	U.S.D.C., District of Minnesota c/o Clerk of Court 300 South Fourth Street 202 U.S. Courthouse Minneapolis, MN 55415

25. What happens if the Settlement is not approved or is otherwise terminated?

If the Settlement is not approved by the Court, is modified or disapproved on appeal, or is otherwise terminated, you will not receive any money under the Settlement and you will not give up any claims that you posses. The case will proceed in litigation as if there had never been a proposed Settlement.

GETTING MORE INFORMATION

26. How do I get more information?

Questions about the settlement should be directed to your attorneys, Nichols Kaster, PLLP, Reena I. Desai, 4600 IDS Center, 80 South 8th Street, Minneapolis, MN 55402; Toll Free Telephone: (877) 448-0492; Fax: (612) 215-6870; Email: rdesai@nka.com.

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

EXHIBIT F

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Felicia Burch et al.,
Plaintiffs,
v.
Qwest Corp.,
Defendant.

No. 06-CV-3523-MJD/AJB

NOTICE OF CLASS ACTION SETTLEMENT

If you worked as a Qwest Sales Consultant or Sales and Service Consultant, a proposed class action settlement may affect your rights.

A federal court authorized this notice. It is not a solicitation from a lawyer.

- The purpose of this Notice of Class Action Settlement ("Notice") is to notify you that a Settlement has been reached in a wage-and-hour class action lawsuit (the "Lawsuit") against Qwest. The Settlement resolves litigation over whether Qwest paid all overtime and minimum wages allegedly owed under state and federal law to current and former employee-plaintiffs involved in the Lawsuit.
- The purpose of this Notice is to inform you of the Lawsuit and Settlement, explain your rights and options, and explain how you can obtain more information.
- Because this is a confidential Settlement, you are not permitted to disclose to others this Notice or the terms of the Settlement described within it.
- You received this Notice because available records show that you worked as a Qwest Sales Consultant and/or Sales and Service Consultant in Minnesota, Colorado, Oregon and/or Washington during the applicable time period and therefore are a member of one or more classes certified by the Court in this case (together, the "Settlement Class"). The Settlement Class, and who is/is not included, is described further below in Question 4.
- The Settlement will pay the Settlement Class claims and provide Qwest and its affiliated and related parties with a release. Your legal rights are affected whether you act or don't act. Please read this Notice carefully.
- Your rights and options, and the deadlines to exercise them, are explained in more detail below.
- The Court has preliminarily approved the Settlement. It has not decided whether to finally approve the Settlement. Payments will be made only if the Court finally approves the Settlement and after any appeals are resolved.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT AND SETTLEMENT	
SUBMIT A CLAIM FORM BY Month DD, 2012	The only way to get a payment is to submit a Claim Form. You will release your claims, as described in Question 10 in this Notice and in the Claim Form and Release.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY Month DD, 2012	You can choose to exclude yourself, or "opt out," of this Settlement. If you exclude yourself, you will not receive a payment from this Settlement and you will not be bound by any decision in this Lawsuit. If you wish to pursue any claim you may have, you would need to hire your own lawyer, at your own expense.
OBJECT BY Month DD, 2012	You can remain part of the Settlement and write to the Court about why you do not like the Settlement. This option is not open for persons who exclude themselves.
GO TO A HEARING ON Month DD, 2012	If you object, you also may ask, by filing a Notice of Appearance, to speak in Court about the fairness of the Settlement. This option is not available for persons who exclude themselves.
DO NOTHING	Get no payment. Give up rights to ever sue Qwest and its affiliated and related parties about the legal claims in this case.

BASIC INFORMATION

1. What is the Lawsuit about?

The Lawsuit consists of two cases filed in U.S. District Court for the District of Minnesota: *Burch v. Qwest Corporation et. al.*, (No. 06-CV-3523-MJD/AJB), and *Jones v. Qwest Corporation et. al.*, (No. 07-CV-2979-MJD/AJB).

The *Burch* case involves claims that Qwest did not pay certain wages allegedly due to Sales Consultant and Sales and Service Consultants (collectively, "Consultants") under the federal Fair Labor Standards Act ("FLSA") and Minnesota, Colorado, Oregon and Washington state laws. The Court certified a collective action for the FLSA claims, and state class actions for the state claims that Consultants were not paid overtime associated with logging onto and off of computer programs at the beginning and end of work shifts. The *Jones* case includes claims similar to those in *Burch*, and the Court consolidated the two cases for pretrial proceedings. Individuals in these classes are called "Plaintiffs."

Qwest strongly denies the Plaintiffs' claims; denies that it has violated any laws or done anything unlawful; and denies that it has caused any damage to Plaintiffs.

2. What is a class action and an FLSA collective action?

In a class action, one or more persons called "Class Representatives" sue on behalf of other persons with allegedly similar claims, called the class. One court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class. The deadline for requesting exclusion from this class action is **Month DD, 2012**.

An FLSA collective action requires individuals to affirmatively opt-in to a lawsuit to assert their FLSA claims. However, you are not a member of the FLSA collective action certified by the Court, and therefore need not do anything further regarding the FLSA collective action claims.

3. Why is there a Settlement?

There has been no trial on the Plaintiffs' claims. Instead, the Plaintiffs and Qwest agreed to this Settlement to avoid the risks of trial and/or appeal. If Plaintiffs were to lose at trial, they would recover nothing. The Settlement provides the opportunity for payments to the Settlement Class in exchange for a release of claims against Qwest and its affiliates and related parties. Class Counsel believes that the Settlement is a fair and reasonable settlement for the classes.

WHO IS IN THE SETTLEMENT CLASS

4. Am I a class member?

Qwest's records show that you are a member of the Settlement Class ("Settlement Class Member"), which consists of Consultants who are or were employed in one or more of the following states during the time periods listed below and who performed the activities of booting up their computers and logging onto their computer programs before the start of their shifts and/or the activities of logging out of their computer programs and/or shutting down their computers after the end of their shifts. The time periods for the Settlement Class are:

- Minnesota: August 30, 2003 to March 21, 2012
- Colorado: April 10, 2005 to March 21, 2012
- Oregon: April 10, 2005 to March 21, 2012
- Washington: December 17, 2004 to March 21, 2012

Additionally, the Settlement Class includes former Consultants employed in Washington state from December 17, 2004 to March 21, 2012, and who, during that time, have performed the activities of booting up their computers and logging onto their computer programs before the start of their shifts and/or the activities of logging out of their computer programs and/or shutting down their computers after the end of their shifts.

THE SETTLEMENT

5. What does it mean that this Settlement is Highly Confidential?

The terms of the Settlement are highly confidential. This means that you must keep and maintain in strict confidence those terms, including the amount of the Total Settlement Fund (described below in Question 6) and the amount of money allocated to you. You may not disclose those terms except to your spouse, tax advisors and attorneys (from whom you must first obtain a commitment that they will not disclose to anyone else), or if compelled by a judicial or government officers (for example, in response to a subpoena or court order). If asked about the Settlement, all you are allowed to say is "the matter was resolved" or, if applicable, "I chose to Opt-Out." If you are compelled to disclose any of the Settlement Terms to a judicial or government officer, you must provide notice to Qwest's Counsel, listed below, in order to allow Qwest the right to object to the disclosure.

DORSEY & WHITNEY, LLP
c/o Ryan E. Mick
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498

6. What does the Settlement provide?

Upon final approval of the Settlement by the Court, Qwest Corporation will pay $4,711,537 (the "Total Settlement Fund") in full and final settlement of the *Burch* and *Jones* cases. This Total Settlement Fund will pay all valid and timely claims, as well as Court-approved attorneys' fees and costs and service payments to class representatives and certain plaintiffs, with the remainder to be divided according to the allocation plan developed by Class Counsel and approved by the Court.

7. How much will my payment be?

Your payment from the Total Settlement Fund is currently estimated to be $____________. That amount is subject to change, depending on the final resolution of the Settlement. If the Settlement does not become final or your payment amount changes, Class Counsel will notify you.

If you submit a valid and timely Claim Form and Release, and after the Court grants final approval of the Settlement and all appeals are resolved (and those appeals do not disapprove or modify the Settlement), payment will be made to you in the form of two checks. The first check will be for half of the total amount of your payment and will be subject to standard required payroll tax withholdings and deductions. You must report this half of your payment as wages and you will receive an IRS Form W-2 to report this amount as wages. The second check will be for the other half of your payment and will be treated as liquidated damages. As such, it will not be subject to payroll withholdings and deductions. You will receive an IRS Form 1099 for this half of your payment.

Settlement Class Members shall be solely responsible for any taxes that may be assessed against them relating to their receipt of a settlement payment, including but not limited to all federal, state, and/or local taxes, and any other liens, obligations, claims, or consequences that may arise. Each person's tax circumstances vary, and neither Qwest nor Class Counsel can advise you on your tax issues. You should consult a tax preparer if you have any tax-related questions.

You will have 120 days to cash your check. After that date, the check will be voided. You will be bound by the release, and your claims will be dismissed, with prejudice, even if you fail to timely cash your check.

8. How has the amount of my payment been determined?

The net settlement amount after deductions for attorneys' fees and costs (see Question 16), a single recognition payment to Named Plaintiff Felicia Burch for $1,000, recognition payments of $200 to each plaintiff who attended a deposition, and a contingency fund of $15,000, was allocated to each Settlement Class Member. Class counsel has determined an approximate settlement allocation for each Settlement Class Member. Each individual's settlement amount was calculated according to a formula, which is based on a week-by-week analysis of overtime due using available payroll data and dates of employment during the relevant time periods. Claims arising after the implementation of the Avaya telephone system by Qwest were reduced to a nominal amount. Each Plaintiff's settlement amount is a pro rata share of the net settlement amount.

9. How do I know that the allocation is fair?

The Court will consider the allocation formula, along with all other aspects of the Settlement, at the final settlement approval hearing. Settlement Class Members will have an opportunity to comment on or object to the formula before the Court rules. The Court will approve the formula only if the Court finds that it is fair to the Settlement Class.

10. If I remain a Settlement Class Member, what claims will I be releasing?

If you remain a Settlement Class Member, you will be releasing all claims, known or unknown, that were or could have been asserted in the Lawsuit or otherwise against Qwest, including, any parent, predecessor, successor, current or former subsidiary or affiliated company of each, benefit plans maintained by any of them, and the current and former directors, officers, employees, shareholders, and agents of any or all of them, including CenturyLink, Inc., and all its corporate affiliates and subsidiaries ("Released Parties") under the FLSA, state laws governing wage and hour claims, or any other state or federal statute, regulation or rule, or under any contract or equitable theory or the common law, for any alleged failure to pay wages while employed as a Sales Consultant or Sales and Service Consultant by any or all of the Released Parties, including, but not limited to, overtime pay or minimum wages, failure to provide meal periods and/or rest breaks, failure to accurately calculate wages, failure to keep records, or failure to timely pay any compensation earned up to and including the Effective Date of the Settlement Agreement, which is the day the Settlement becomes final, meaning it has been finally approved by the Court and no longer can be disturbed by any appeal (the "Released Claims"). "Released Claims" do not include claims for vested pension or other benefits not associated with the settlement payments provided for in this Settlement or not associated with any claims for off-the-clock work, nor shall "Released Claims" include ERISA claims except to the extent such claims relate to benefits associated with or related to, or alleged to be associated with or related to, known or unknown claims for off-the-clock work that were or could have been asserted in the Litigation. Further, "Released Claims" shall not include claims related to short term disability or long term disability, or employment discrimination or tort claims that do not relate to record-keeping, off-the-clock work, or the payment of minimum wage or overtime or provision of rest and meal breaks.

You may consult with Class Counsel or an attorney of your choosing to help you evaluate the impact of releasing these claims.

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Payment is conditioned on several things, including the Court's final approval of the Settlement with Qwest and this approval not being disturbed by an appeal. If all conditions to payment are satisfied, the Settlement will be allocated to Settlement Class Members according to the Court-approved allocation plan, which will take several more months. Note, however, that any appeal of the Court's final approval could take a year or more. The Settlement also could be terminated on several grounds, including if the Court does not approve or modifies the Settlement, or if too many Class Members choose to exclude themselves. If the Settlement is terminated, no payments will be made.

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14. Do I have a lawyer in this case?

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James H. Kaster and Reena I. Desai
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402
Fax: (612) 215-6870 or (612) 338-4878
Telephone: (612) 256-3200
Email: rdesai@nka.com

If you would like to discuss the Settlement or have any questions, you may contact your attorneys listed above.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you wish to do so, you may hire your own lawyer at your own expense.

16. How will Class Counsel be paid?

The Court will decide how much Class Counsel will be paid. Class Counsel will ask the Court for $1,566,666.66 as attorneys' fees, which is approximately one-third of the settlement amount. They will also request $535,540.43 in out-of-pocket costs incurred since the case was filed in 2006. You will not have to pay these fees and expenses. If the Court grants Class Counsel's request, this amount will be deducted from the Total Settlement Fund. Their request for attorneys' fees, reimbursement of costs and recognition payment to the lead named Plaintiff and payments to deposed Plaintiffs will be filed with the Court on or before **Month DD, 2012**. Your approximate settlement payment amount already takes into consideration these amounts.

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17. Why would I ask to be excluded?

If you don't want a payment from the Settlement and want to keep the right to sue separately about the issues in this case, you can choose to exclude yourself from the Settlement Class (called "opting out").

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, do not fill out a Claim Form and Release. Instead, you must send a letter stating that you wish to be excluded from the Settlement. Be sure to include your name, address, the title of the lead case, *Burch v. Qwest*, a prominent statement that it is your "Rule 23 Settlement Opt-Out Request," email address if you have one, telephone number, and signature. You must mail your exclusion request by Priority U.S. Mail, postmarked on or before **Month DD, 2012** to:

Nichols Kaster, PLLP
Attn: Reena I. Desai
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402

It is recommended that you keep a copy of your exclusion request. You cannot exclude yourself by telephone or email.

If you ask to be excluded from the Settlement, you will not get a payment. You will not be legally bound by anything that happens in this Lawsuit, including this Settlement, and you may be able to sue in the future about the legal issues in this case. Your claims will be dismissed by the Court without prejudice and you will have 60 days from the date of entry of dismissal of this case to re-file your claims, during which your statute of limitations will be tolled. If you fail to re-file your claims during this 60-day period, you will be barred from bringing these claims against Qwest and their affiliates and related parties in the future.

19. If I don't exclude myself, can I sue Qwest for the same thing later?

No. If you do not exclude yourself, you will remain in the Settlement Class and you give up your right to sue Qwest and their affiliates and related parties. That is called "releasing" your claims relating to your work as a Consultant. The full text of the release is included on the Claim Form and Release attached to this Notice and discussed in Question 10. You will be bound by the release regardless of whether or not you sign and submit a valid and timely Claim Form and Release.

If you have your own pending lawsuit involving the claims being resolved by this Settlement, speak to your lawyer in that case immediately, because you must exclude yourself from the Settlement to continue your own lawsuit. Remember the exclusion deadline is **Month DD, 2012.**

If You Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will remain a Settlement Class Member but you will get no money from the Settlement. Further, you will not be able to start a new lawsuit or be part of any other lawsuit against Qwest and their affiliates and related parties about the legal issues or claims in the case. All of the Court's orders in the Lawsuit will apply to you and legally bind you. To actually obtain any payment, you will have to complete and submit a valid and timely Claim Form and Release.

Objecting to the Settlement

21. How may I object to the Settlement?

If you are a Settlement Class Member and do not exclude yourself, you can object to the Settlement or to the request for fees and expenses by Class Counsel. To object, you must send a letter via first class U.S. Mail that includes the following: your name and address, the title of the lead case, *Burch v. Qwest*, a statement of your objections, the reasons you object, and your signature. Mail the objection no later than **Month DD, 2012**, to **all three** addresses listed below. You do not need to hire a lawyer to object.

Class Counsel	Qwest's Counsel	Court
NICHOLS KASTER, PLLP c/o Reena I. Desai 4600 IDS Center, 80 South 8th St. Minneapolis, MN 55402	DORSEY & WHITNEY, LLP c/o Ryan E. Mick 50 South Sixth Street, Suite 1500 Minneapolis, MN 55402-1498	U.S.D.C., District of Minnesota c/o Clerk of Court 300 South Fourth Street 202 U.S. Courthouse Minneapolis, MN 55415

It is recommended that you keep a copy of your objection.

22. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. If you do not exclude yourself from the Settlement, you will be bound by the Court's decisions regarding this case and the Settlement even if you object.

The Court's Fairness Hearing

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at .m. on **Month DD, 2012**, in Courtroom at the United States District Court for District of Minnesota, 300 South Fourth Street, 202 U.S. Courthouse, Minneapolis, MN 55415. The Court may reschedule this hearing without further notice to Class Members. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

24. Do I have to come to the hearing?

No. Class Counsel will answer questions that the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Moreover, you do not have to attend to receive payment.

25. May I speak at the hearing?

Class Counsel will speak on your behalf, but if you file a timely objection to the Settlement, you also may ask the Court for permission to speak at the Fairness Hearing. To do so you must send a letter saying that you intend to appear and wish to be heard. Your letter must include your name and address, the title of the lead case, *Burch v. Qwest*, a prominent statement that it is your "Notice of Intention to Appear," your signature, and a description of the comments to be made at the Fairness Hearing. You must mail your Notice of Intention to Appear, postmarked no later than **Month DD, 2012** to **all three** addresses listed below. You cannot speak at the hearing if you excluded yourself as a Settlement Class Member or if you failed to file a timely objection.

Class Counsel	Qwest's Counsel	Court
NICHOLS KASTER, PLLP c/o Reena I. Desai 4600 IDS Center, 80 South 8th St. Minneapolis, MN 55402	DORSEY & WHITNEY, LLP c/o Ryan E. Mick 50 South Sixth Street, Suite 1500 Minneapolis, MN 55402-1498	U.S.D.C., District of Minnesota c/o Clerk of Court 300 South Fourth Street 202 U.S. Courthouse Minneapolis, MN 55415

26. What happens if the Settlement is not approved or is otherwise terminated?

If the Settlement is not approved by the Court, is modified or disapproved on appeal, or is otherwise terminated, you will not receive any money under the Settlement and you will not give up any claims that you possess. The case will proceed in litigation as if there had never been a proposed Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

Questions about the Settlement should be directed to Class Counsel, Nichols Kaster, PLLP, Reena I. Desai, 4600 IDS Center, 80 South 8th Street, Minneapolis, MN 55402; Toll Free Telephone: (877) 448-0492; Fax: (612) 215-6870; Email: rdesai@nka.com.

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

EXHIBIT G

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Felicia Burch, Scott Bloom, Matthew Burch, Jeffrey Ehlenz, Carol Gabriele, Nicole Graham, Jeffrey Kosek, Karen Zeeb, David Howard, Colleen Kist, Ronald Schneberger and Gena Margason, on behalf of themselves and other individuals similarly situated, Plaintiffs, v. Qwest Communications International Inc., a Delaware corporation, Qwest Communications Corporation, a Colorado corporation, and Qwest Corporation, a Delaware Corporation, Defendants.	No. 06-CV-3523-MJD/AJB
Darcy Jones and Paul Larsen, individually and on behalf of all others similarly situated, Plaintiffs, v. Qwest Communications International Inc., a Delaware corporation, Qwest Communications Corporation, a Colorado corporation, and Qwest Corporation, a Delaware corporation, Defendants.	No. 07-CV-2979-MJD/AJB

[PROPOSED] **SETTLEMENT APPROVAL ORDER AND FINAL JUDGMENT**

On ____________, 2012, the Court heard the Parties' Motion for Final Approval and for Entry of Final Judgment and held a Fairness Hearing to determine whether the Settlement Agreement dated **MONTH DD, 2012** (the "Settlement Agreement") should be approved as fair, reasonable, and adequate. The Court, having considered all of the submissions and arguments with respect thereto, and any objections submitted; pursuant to Fed. R. Civ. P. 23 and 29 U.S.C. § 201 *et. seq.*, and in accordance with the terms of the Settlement Agreement, finds good cause to grant the motion and grant final judgment in this Litigation.

FINDINGS:

1. **Jurisdiction.** The Court has jurisdiction over this Litigation and jurisdiction over the Parties.

2. **Fair Settlement.** The Settlement Agreement is fair, reasonable, and adequate in all respects, and complies with Fed. R. Civ. P. 23(e) and due process of law.

3. **Parties' Compliance With Settlement Agreement.** The Parties have adequately performed their obligations under the Settlement Agreement.

4. **The Settlement is a good faith settlement of a *bona fide* dispute.** The Settlement of this Litigation was not the product of collusion between Plaintiffs and the Qwest Defendants or their representative counsel, but rather constitutes the settlement of a *bona fide* dispute as a result of arms-length negotiations conducted in good faith between the Parties and their counsel.

IT IS ORDERED THAT:

1. **Definitions.** This Order and Final Judgment incorporates by reference the definitions in the Settlement Agreement.

2. **Settlement Approval.** Pursuant to Fed. R. Civ. P. 23 and 29 U.S.C. § 201 *et. seq*., this Court hereby approves the Settlement terms in all respects, including but not limited to (1) the notice provided to FLSA Plaintiffs and Rule 23 Plaintiffs, (2) the release of Released Claims, (3) the confidentiality provisions, and (4) the amount of the Total Settlement Fund. The Parties are hereby directed to perform pursuant to the terms of the Settlement Agreement.

3. **Approval of Attorneys' Fees, Costs, and Expenses.** Plaintiffs' Counsel has moved for an award of attorneys' fees and reimbursement of expenses. The Court awards Plaintiffs' Counsel's requested attorneys' fees, costs and expenses. The Court finds this award to be fair and reasonable. The awarded fees, costs, and expenses shall be paid from the Total Settlement Fund in accordance with the terms of the Settlement Agreement. This award fully satisfies all claims for attorneys' fees and/or costs by any legal counsel retained by or serving any Plaintiffs in the Litigation. Further, Dady & Gardner, P.A. is not entitled to establish and enforce an attorney's lien on the settlement proceeds obtained by any *Jones v. Qwest Corporation et. al.*, No. 07-CV-2979-MJD/AJB, Plaintiff in this settlement.

4. **Approval of Recognition Payments.** Plaintiffs' have moved for an award of a modest recognition payment to lead named plaintiff Felicia Burch in the amount of

$1,000, for Plaintiff Burch's contributions to the case and for service payments of $200 for each Plaintiff who was deposed. The Court awards Plaintiffs' request.

5. Release and Injunction From Any Demands or Claims For Attorneys' Fees and Costs. In accordance with the Settlement Agreement, and upon the Effective Date of the same, the Qwest Defendants and all other Released Parties shall be finally and fully released from any demand or claim for attorneys' fees or costs by any Plaintiff or any legal counsel retained by or serving any Plaintiffs in the Litigation, or otherwise for any liability for attorneys' fees or costs apart from or in addition to the award of attorney's fees and costs set forth herein, and any Plaintiff or legal counsel retained by or serving any Plaintiffs in the Litigation shall be barred and permanently enjoined from making any further claim for attorneys' fees or costs associated in any way with the Litigation.

6. Approval of the Allocation Plan and Distribution of the Total Settlement Fund. The Court approves the Final Plan of Allocation of the Settlement proceeds as proposed by Class Counsel, including but not limited to the requirement that each Settling Plaintiff must submit a timely, executed and validated Claim Form and Release in order to receive payment.

7. Approval of the *Cy Pres* Recipient. The Court approves ______________________________ as the *cy pres* recipient to receive any amounts remaining in the Total Settlement Fund after the payment of the Individual Settlement

Sums (less any deductions allowed by the Settlement Agreement), as set forth in the Settlement Agreement.

8. **Settling Plaintiffs' Full and Final Release.** In accordance with the Settlement Agreement, upon the Effective Date, the Qwest Defendant and all other Released Parties are hereby fully and finally released from any and all Released Claims that any Settling Plaintiff has against a Qwest Defendant or any other Released Party, except for any claims for enforcement of this Agreement.

9. **Dismissal with Prejudice.** In accordance with the Settlement Agreement, the Court dismisses all of the Settling Plaintiffs' and Non-Responding FLSA Plaintiffs' claims or causes of action which were or could have been asserted in the Litigation with prejudice and without further costs. The Court further dismisses, with prejudice, the claims of the Non-Qualified Plaintiffs who filed written consents to be party plaintiffs in the FLSA class listed in **Exhibit 1**.

10. **Injunction and Bar Against Further Actions.** Upon the Effective Date of the Settlement Agreement, all Settling Plaintiffs and Non-Responding FLSA Plaintiffs (and their successors in interest) are hereby permanently enjoined and barred from instituting or prosecuting against any Qwest Defendant or any other Released Party any action or cause of action asserting any claim released or dismissed under the Settlement Agreement and this Order, including but not limited to in a class or collective action, except any claims for enforcement of this Agreement.

11. Dismissal without Prejudice. The Court dismisses, without prejudice, the claims of the Opt-Out Rule 23 Plaintiffs and Rejecting FLSA Plaintiffs listed in **Exhibit 2** and tolls the statute of limitations applicable to such claims for 60 days following the date of this Order.

12. Continuing Jurisdiction. Without affecting the finality of this judgment, the Court reserves continuing jurisdiction over the construction, interpretation, implementation, and enforcement of the Settlement Agreement and any orders related thereto, and over the administration and distribution of the Total Settlement Fund, including any claims thereunder or otherwise for attorneys' fees and costs relating to the Litigation.

13. No Admission. Neither the Settlement Agreement nor any document referred to therein, any action taken to implement the Settlement Agreement, nor anything in this Order may be construed as, or used as, an admission or concession by or against any Party on any point of fact or law, or of any alleged fault, wrongdoing, or liability whatsoever, such wrongdoing and liability being expressly denied, and no final adjudication thereof having been made in the Litigation.

14. Termination of the Settlement. If the Settlement Agreement is terminated, for any reason, the following will occur: (1) all orders entered in this case, including this Final Approval Order, and all of its provisions, will be automatically vacated; (2) the Litigation will proceed as if no settlement has been attempted and notice will be provided to the Rule 23 Plaintiffs and FLSA Plaintiffs that the settlement will not proceed and that, as a result, no payments will be made; (3) no party shall be deemed to have waived any claims, objections, rights, or defenses, or legal arguments or positions, including, but not limited to, objections to class certification and claims and defenses on the merits; (4) no term or draft of the Settlement Agreement, or any aspect of the Parties' settlement discussions, including related documentation, will have any effect or be admissible into evidence for any purpose in the Litigation or in any other proceeding; and (5) the Qwest Defendants shall have no obligation to pay all or any part of the Total Settlement Fund.

15. Final Judgment in Both *Burch* and *Jones*. This Order and Final Judgment shall be entered, and equally applies, in both the *Burch v. Qwest Corporation et. al.*, No. 06-CV-3523-MJD/AJB and *Jones v. Qwest Corporation et. al.*, No. 07-CV-2979-MJD/AJB cases. This is a final judgment. In the event that this Order is determined not to be final, the Court finds and directs, pursuant to Fed. R. Civ. P. 54 that there is no just reason for delaying enforcement or appeal, that judgment should be entered, and that the judgment shall be final and immediately appealable.

Date:________________

____
Michael J. Davis
Chief Judge
United States District Court

EXHIBIT H

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Felicia Burch, Scott Bloom, Matthew Burch, Jeffrey Ehlenz, Carol Gabriele, Nicole Graham, Jeffrey Kosek, Karen Zeeb, David Howard, Colleen Kist, Ronald Schneberger and Gena Margason, on behalf of themselves and other individuals similarly situated,

Plaintiffs,

v.

Qwest Corp.,

Defendants.

No. 06-CV-3523-MJD/AJB

Darcy Jones and Paul Larsen, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Qwest Communications International Inc., a Delaware corporation, Qwest Communications Corporation, a Colorado corporation, and Qwest Corporation, a Delaware corporation,

Defendants.

No. 07-CV-2979-MJD/AJB

[PROPOSED] **ORDER PRELIMINARILY APPROVING COLLECTIVE AND CLASS ACTION SETTLEMENT, AND DIRECTING NOTICE TO FLSA PLAINTIFFS AND RULE 23 PLAINTIFFS**

On ________________, 2012, this Court heard the parties' Joint Motion for Preliminary Settlement Approval of a class and collective action settlement. The parties moved pursuant to Fed. R. Civ. P. 23(e) and 29 U.S.C. § 216 for the Court to preliminarily approve, as fair and reasonable, the terms and conditions set forth in the Settlement Agreement dated April 25, 2012 (the "Settlement Agreement"), filed under seal. The Court has reviewed and considered all papers filed in connection with the motion, including the Settlement Agreement and all exhibits referenced therein, and has reviewed the parties' Joint Motion for Preliminary Settlement Approval. On the basis thereof, and on all of the files, records, and proceedings herein, the Court finds good cause to grant the motion.

FINDINGS:

1. This Court has jurisdiction over the subject matter of this Litigation and jurisdiction over the Parties.

2. The Settlement Agreement is fair, reasonable and adequate, and the negotiated resolution, including the payments to be made by Qwest Corporation to FLSA Plaintiffs and Rule 23 Plaintiffs who file a Claim Form and Release, is within the range of fair and reasonable settlements for both the FLSA Plaintiffs and the Rule 23 Plaintiffs.

3. The plan for notice to FLSA Plaintiffs and Rule 23 Plaintiffs set forth in the Settlement Agreement and the FLSA Notice of Settlement, the Rule 23 Notice of Settlement, the Joint Notice of Settlement (collectively, the "Class Notices") and the Claim Forms and Releases (all attached to the Settlement Agreement) comply with due process because they will provide the best notice practicable under the circumstances and are reasonably calculated to adequately apprise plaintiffs and class members of: (i) the pending lawsuit; (ii) the proposed settlement; and (iii) their rights, including the right to participate in the settlement, exclude themselves from the settlement, or object to the settlement, as applicable to each person.

IT IS ORDERED THAT:

1. **Definitions.** Unless otherwise defined, all terms used in this Preliminary Approval Order have the same meanings as defined in the Settlement Agreement.

2. **Consolidation.** It is hereby ordered that the *Burch* action and the *Jones* action, both captioned above, are consolidated for the purposes of settlement only.

3. **Settlement Approval.** The Settlement Agreement, including (1) the release of Released Claims, (2) the confidentiality provision, (3) the amount of the Total Settlement Fund, (4) the Initial Plan of Allocation submitted by the Plaintiffs, and (5) the form and content of the Class Notices and Claim Forms and Releases (all attached to the Settlement Agreement), are preliminarily approved as fair and reasonable. The parties are ordered to perform and satisfy the terms and conditions of the Settlement Agreement.

4. **Approval of Settlement Schedule.** Consistent with the terms of this Order, the Court approves the schedule set forth in Section II.C. of the Settlement Agreement.

5. **No Admission.** Neither the Settlement Agreement nor any document referred to therein, any action taken to implement the Settlement Agreement, nor anything in this Order may be construed as, or may be used as, an admission or concession by or against any Party on any point of fact or law, or of any alleged fault, wrongdoing, or liability whatsoever, such wrongdoing and liability being expressly denied, and no final adjudication thereof having been made in the Litigation.

6. **Application for Attorneys' Fees and Costs.** Plaintiffs' Counsel shall file their Petition for Award of Attorneys' Fees and Costs and application for plaintiff recognition payments in the time-frame provided in Section II.C. of the Settlement Agreement. Plaintiffs' Counsel shall not seek, and in no event shall Qwest Corporation pay to Plaintiffs' Counsel, more than the Maximum Attorneys' Fees and Costs Award. Plaintiffs' Counsel's Petition shall submit for the Court's resolution the attorney's lien filed by the Dady & Gardner law firm in this matter, and any payment to Dady & Gardner as a result of such lien shall be made out of and shall not increase the Maximum Attorneys' Fees and Costs Award.

7. **Provision of Notice.** The Court approves the contents of and method of directing notice to FLSA Plaintiffs and Rule 23 Plaintiffs, as set forth in the Settlement Agreement and accompanying exhibits, and finds that they will provide the best notice practicable under the circumstances, in compliance with Fed. R. Civ. P. 23 and the standards of due process. Within the time specified in the Settlement Agreement, Plaintiffs' Counsel or their agent shall distribute the Class Notices to each FLSA Plaintiff and Rule 23 Plaintiff by First Class mail. Plaintiffs' Counsel shall mail the Class Notices and any other notices required by the Court at their expense, which shall be included in the Maximum Attorneys' Fees and Costs Award. Plaintiffs' Counsel will use standard devices, including the National Change-of-Address database or equivalent, to obtain forwarding addresses before mailing and will use appropriate skip tracking or a similar resource to take appropriate steps to maximize the probability that Notice will be received by all FLSA and Rule 23 Plaintiffs.

8. Requests to Opt-Out or Exclude. Rule 23 Plaintiffs and FLSA Plaintiffs who wish to be excluded from the Settlement shall submit the appropriate Rule 23 Settlement Opt-Out Statement or Notice of Exclusion and Rejection of the Settlement pursuant to the terms of the Settlement Agreement and the Class Notices. To be effective, such Rule 23 Settlement Opt-Out Statements or Notices of Exclusion and Rejection of the Settlement must be sent to the addresses provided in the Class Notices via Priority United States mail and postmarked no later than 75 days from the date the applicable Class Notice is first mailed. The time to submit a Rule 23 Settlement Opt-Out Statement or Notice of Exclusion and Rejection of the Settlement shall not be enlarged for returned mailings.

9. Objection to Settlement. Any Settling Rule 23 Plaintiff who wishes to present objections to the proposed settlement at the Fairness Hearing must first do so in writing. To be considered, such objections must be addressed to the Court, Qwest's Counsel, and Class Counsel as provided in the Class Notices, and mailed via Priority United States Mail and postmarked no later than 75 days from the date the Class Notice is first mailed. The time to submit objections shall not be enlarged for returned mailings. Any Settling Rule 23 Plaintiff who has not filed and served timely written objections may not speak at the Fairness Hearing. The Parties may file with the Court written responses to any filed objections no later than 14 calendar days before the Fairness Hearing.

10. Failure to Object to Settlement. Rule 23 Plaintiffs who fail to object to the Settlement Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Agreement; (2) be foreclosed from objecting (whether by subsequent objection, intervention, appeal, or otherwise) to the Settlement Agreement; and (3) not be entitled to speak at the Fairness Hearing.

11. Appearance at Fairness Hearing. Any Settling Rule 23 Plaintiff who timely objects to the Settlement Agreement in compliance with the terms thereof, and who wishes to speak at the Fairness Hearing may request permission from the Court to do so by submitting to the Court a Notice of Intention to Appear. The Notice of Intention to Appear shall be in writing and must include the individuals' name, address, title of the lead case, *Burch v. Qwest,* a prominent statement that it is the individual's "Notice of Intention to Appear," a signature, and a description of the comments to be made at the Fairness Hearing. To be effective, a Notice of Intention to Appear must be sent via Priority United States mail and postmarked no later than 75 days from the date the Class Notices are first mailed. The time to submit a Notice of Intention to Appear shall not be enlarged for returned mailings.

12. Participation in Settlement. Each FLSA Plaintiff and Rule 23 Class Member who wishes to participate in the Settlement under the Settlement Agreement shall complete, execute and return a Claim Form and Release within 75 calendar days of the initial mailing of the Class Notices. A Claim Form and Release shall be deemed timely if it is postmarked on or before the 75th day after the initial mailing of the Notice. A FLSA Plaintiff or Rule 23 Class Member who fails to timely execute and return their Claim Form and Release shall not be entitled to any payment under the Settlement.

13. Termination of Agreement. If the Settlement Agreement is not finally approved by the Court or for any reason is terminated or otherwise does not become effective, the following will occur: (1) this Preliminary Approval Order, and all of its provisions, will be automatically vacated; (2) the Litigation will proceed as if no settlement has been attempted and notice will be provided to the Rule 23 Plaintiffs and FLSA Plaintiffs that the settlement will not proceed and that, as a result, no payments will be made; (3) no party shall be deemed to have waived any claims, objections, rights, or defenses, or legal arguments or positions, including, but not limited to, objections to class certification and claims and defenses on the merits; (4) no term or draft of the Settlement Agreement, or any aspect of the Parties' settlement discussions, including related documentation, will have any effect or be admissible into evidence for any purpose in the Litigation or in any other proceeding; and (5) the Qwest Defendants shall have no obligation to pay all or any part of the Total Settlement Fund.

14. Fairness Hearing. On **September 14 2012, at 9:30 a.m.**, this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. The date of the Fairness Hearing will be included in the Class Notices. All supporting papers, including Plaintiffs' Counsel's request for attorneys' fees and reimbursement of costs, and class member incentive awards, shall be filed no later than 14 days before the Fairness Hearing. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the parties will not be required to provide additional notice to FLSA Plaintiffs or Rule 23 Plaintiffs.

15. Stay of Proceedings. During the Court's consideration of the Settlement Agreement and pending further order of the Court, all proceedings in this Litigation, other than proceedings necessary to carry out the terms and provisions of the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed and suspended.

Date:________________

____
Michael J. Davis
Chief Judge
United States District Court

EXHIBIT I

Exhibit I to Settlement Agreement

Name	FLSA Opt-in Date
Abbott,Brandy S	8/23/2007
Abrahams,Karen J	10/17/2007
Acevedo,Veronica	9/4/2007
Ackerman,Cindy I	11/9/2007
Adams,Matthew G	10/9/2007
Adcox,Troy M	11/13/2007
Agonor,Michelle R	8/24/2007
Alberts,Lani L	11/19/2007
Aldrich,Donald H	8/24/2007
Alfaro,Paul	8/27/2007
Allen,Jennifer A	8/23/2007
Allen,Vickie R	9/7/2007
Alvarado,Fatima Rojas	8/31/2007
Alvarado,Noreida M	8/30/2007
Anderson,Bonita A	8/23/2007
Anderson,William Nicholas	9/10/2007
Applegate,Travis R	9/17/2007
Aragones,Jason Philip Vergel	8/31/2007
Archuleta,Jason A	9/4/2007
Arebalo,Guadalupe	11/9/2007
Ayre,Rebecca J	9/10/2007
Baker,Narissa M	10/3/2007
Ball,Maria L	8/28/2007
Ballesteros,Jesus	8/30/2007
Banks,Amy A	11/16/2007
Banks,Tami Jo	11/19/2007
Barbieri,Edwin James	11/19/2007
Barnett,Michael R.	10/1/2007
Bass,Rashanna M	11/8/2007
Batease,Michael K	11/6/2007
Bates,Patricia L	10/18/2007
Beaune,Geoffrey C	11/14/2007
Beck,Patrick G	10/9/2007
Beebe,Janice M	8/23/2007
Beins,Stuart Duane	8/27/2007
Bell,Jeremy F	10/9/2007
Bellew Jr,Bernard J	11/16/2007

Name	FLSA Opt-in Date
Bennet-DeCarlo,RaeLynn	8/27/2007
Benson,Gregory L	10/24/2007
Berger,Kathy E	8/27/2007
Bergman,Wayne A	8/27/2007
Berk,Judith	9/4/2007
Berry,Tera L (Richards)	9/7/2007
Berryessa,Andrew R	9/26/2007
Berryhill,Brian D	11/19/2007
Bigelow,Daniel A	8/27/2007
Bill,Derek A	10/1/2007
Bishop,Jeffrey L	8/29/2007
Blackburn,Jeana Kay	8/31/2007
Boehm,Kara D.	8/27/2007
Bolts,Chris M	11/19/2007
Booe,William E	11/6/2007
Bowman,Alyce	8/24/2007
Brandt,Kevin M	11/9/2007
Brandt,Leslie Lynn	8/27/2007
Branigan,Annette C	10/22/2007
Brediger,Stephen M	11/19/2007
Brennan,M Denise	9/6/2007
Brescia,Cory	11/6/2007
Bridges,David C	8/20/2007
Brinkmann,Katie Sonja Beth	9/27/2007
Brittingham,Dwayne L	8/21/2007
Brooks,Mary J	11/13/2007
Brown,Christine K (Koss)	8/27/2007
Brown,Sandra K	9/4/2007
Bryant,James	11/19/2007
Burggraf,Nicholas A	8/24/2007
Burns,Marlene E	11/13/2007
Burstedt,Teri S	8/23/2007
Butkovich,William E	11/13/2007
Bynum,Roderick D	8/23/2007
Cahoon,Jaron D	8/24/2007
Calderon,Maria-Paz	8/23/2007

Name	FLSA Opt-in Date
Calhoun,Shawn P	9/10/2007
Calvert,Jacqueline L	8/27/2007
Caravello,Richard A	11/16/2007
Carpenter,Brent D	11/15/2007
Carr,Jeffrey S	8/23/2007
Carr,Terese E	8/30/2007
Carrera,Edward M	11/15/2007
Carrillo,Alberto	11/9/2007
Carrillo,Salvador E	11/13/2007
Carso,Louis A	9/4/2007
Casas,Yesenia A	11/13/2007
Caudle,Sandy L	11/9/2007
Caughlan,Bryan R	9/17/2007
Cavner,Carmen Y	8/31/2007
Cerno,Erica F	8/30/2007
Chandler,Beau C.	11/15/2007
Chaves,Billy Joe	8/24/2007
Chavez,Christopher James	11/15/2007
Christensen,Gary R	11/16/2007
Churchill,Michael R.	11/19/2007
Cline,Michael C	9/28/2007
Cobb,James Mark	8/27/2007
Cohick,Tisha	9/21/2007
Cole,Alton	8/24/2007
Cole,Michael J	1/1/2007
Colon,Madeline R	8/31/2007
Conklin,Roy A	9/20/2007
Contreras,Eugene	9/20/2007
Cook,Brandie D	11/16/2007
Cooper,Laura V	8/23/2007
Copithorn,Rhodes B	11/16/2007
Corrado,Angelique C	8/21/2007
Coughtrie,Erin T	10/25/2007
Coumerilh,Priscilla K	8/27/2007
Crane,Jon	11/19/2007
Critchfield,James E	11/19/2007
Croeni,David S	9/21/2007
Cross,Deborah J	11/13/2007
Crothers,Debbie L	9/7/2007
Crowley,Katherine	8/23/2007
Cruz,Virginia A	8/27/2007

Name	FLSA Opt-in Date
Cunningham,Michael S	11/13/2007
Dahmen,Bruce	11/12/2007
Dallas,Christopher P	9/25/2007
Daly,Patricia L	11/15/2007
Davenport,Christina Sue	10/1/2007
Davis,Alida Y	2/23/2007
Davis,Andrea M	8/27/2007
Davis,Cheryl	8/27/2997
Davis,Michael F	8/30/2007
Davis,Peggy	9/4/2007
De La Rosa,Maria A	8/27/2007
Dean,Joy L	9/7/2007
DeAugustine,Rebecca S (Palmer)	9/5/2007
Deklavs,Justin V	9/12/2007
DeMacedo,Nilton M.	8/24/2007
Densley,Karen L	8/27/2007
Depalma,Claudea C	10/5/2007
DeVore,Clint L	10/26/2007
Dickson,Thomas D.	9/24/2007
Dierks,Elizabeth J.	10/5/2007
DiGirolamo,Jeanne E	11/16/2007
Dillon (Christie),LuAnn C.	8/21/2007
Dillon,Kenneth D	8/27/2007
Dodgson,John	11/12/2007
Dove Sr,John H	9/11/2007
Draper,Julie M	8/21/2007
Drebert-Laats,Jennifer L	9/21/2007
Duarte,Fernando	11/9/2007
Duncan,Kathy Grace	9/5/2007
Dutcher,Dawn M	10/18/2007
Dysart,David L	10/10/2007
Eby,Adam C	8/30/2007
Eccles,Debbie A	9/6/2007
Eckerman,Timothy J.	8/22/2007
Edmans,Daniel M	11/9/2007
Edwards,Deborah	11/2/2007
Edwards,Shawn R	8/22/2007
Egger,Nathan G	8/27/2007

Name	FLSA Opt-in Date
Ekstrom,Susan Marie	11/13/2007
Eldredge,Zachary C	10/1/2007
Eledge,Dina M	9/21/2007
Ellyson,Daniel P	9/20/2007
Ellyson,Dusty M	11/13/2007
Engelbretson,David H	9/17/2007
Ennis II,Tyrone J.	9/24/2007
Ensten,James R	10/5/2007
Erickson,Gene A	10/30/2007
Errigo,Ross J	8/27/2007
Eskanos,Hal	9/24/2007
Eslien,Jill L	9/21/2007
Farthing,Michael T	9/11/2007
Fast,Barbara M	8/30/2007
Faure,Nancy J	8/27/2007
Faust,Melissa A	9/14/2007
Ferrari,Robert J	9/13/2007
Fetters,Rebecca D	11/19/2007
Fias,Ferenc Mike	8/27/2007
Fiedelman,Tammy L	8/28/2007
Fields-Smith,Mary L	8/27/2007
Fike,Eric A	8/27/2007
Finn,Eric	11/16/2007
Fisher,Jared A	11/13/2007
Fisher,Sandra U	8/27/2007
Fitzpatrick,Andre D	8/30/2007
Fleming,Dominique	11/19/2007
Flores,Holly	9/4/2007
Flores-Barnes,Laura C	9/19/2007
Fonseca,Hilda Maria	11/16/2007
Forbes,Chad D	9/24/2007
Fornwalt,Betty C	8/27/2007
Foster Circo ,Tracy D	10/22/2007
Fox,Brad	11/16/2007
Fox,Michael S	8/27/2007
Frew,Kellie	9/25/2007
Frey,Kelly S.	8/23/2007
Frey,Robert L	11/16/2007
Friend,Michael A	10/15/2007
Fujan,Erin A	11/15/2007
Garcia,Juan	9/10/2007
Garmon,Kelly L	8/24/2007
Garneau,Eric G	9/4/2007

Name	FLSA Opt-in Date
Garrett,Vera L	10/10/2007
Garza,Delinda S	11/9/2007
Gebauer,Scarlett E	10/12/2007
Geoffrion,Michael B	8/24/2007
Gilbert,Patrick A	8/24/2007
Gillespie,Valerie N	8/23/2007
Gillett,Kristian	11/9/2007
Gilmore,Cameron Little Wolf	10/8/2007
Gilmore,Dallas	11/15/2007
Glasgow,James R	11/19/2007
Gomez,Saharaim	10/15/2007
Gonzales,Joseph	11/16/2007
Gonzalez,Ruben	11/8/2007
Goodgame,Geraldine V	8/23/2007
Goozen,Susan Marie	11/16/2007
Graham,Gregory	11/15/2007
Gray,Gary A	9/7/2007
Gray,Tamra S	11/15/2007
Greene,Matthew J	8/27/2007
Gregory,Derek L.	8/30/2007
Griffith,Michelle K	11/13/2007
Grijalva,Mike A	11/19/2007
Gutierrez,Sandra	11/13/2007
Hahn,David M	8/30/2007
Hale,Carissa J	11/9/2007
Hallcock,John	8/27/2007
Hannahs,Mechelle J	8/27/2007
Harper,Jonathan D	8/22/2007
Harrington,Alfreda Y	8/21/2007
Harris,Judy A	8/30/2007
Hartley,Renon	10/22/2007
Hatland,Kevin James	11/6/2007
Haug,Timothy J	8/30/2007
Haynes,Charlene Jordan	9/10/2007
Helgesen,Kurt M	8/27/2007
Hemphill,Eboni J	11/13/2007
Henson,Rosemarie Gloria	11/13/2007
Hernandez,Sigifredo S	10/23/2007
Herr,Terry A	8/23/2007

Name	FLSA Opt-in Date
Hicks,Sharon	8/21/2007
Hill,Debra A	9/4/2007
Hill,J Ron	8/24/2007
Hilton,Brady A	9/27/2007
Hinrichs,Peter D	8/31/2007
Hirschi,Jaron N.	9/4/2007
Hoffman,Eugene C	11/13/2007
Hollins,Gary D	8/23/2007
Hotchkiss,Andrew C	8/24/2007
Houpt,Lori L	8/27/2007
House,Janine K	9/7/2007
Howcroft,Joshua T	8/27/2007
Hoyt,Cynthia J.	8/24/2007
Huffman,James Allen	9/21/2007
Humphrey,Scott C	9/4/2007
Hunter,Sherman	9/4/2007
Ince,Sarah Rachel	9/28/2007
Insco,Garrett J	8/27/2007
Ivy,Jessica L	8/28/2007
Jacobson,Tyler L	11/9/2007
James-Conrade,Rachel	8/24/2007
Jimmerson,Nakia M	11/13/2007
Jiner,Linda K	8/27/2007
Johansen,Ray L	8/24/2007
Johnson,Kimberly S	11/6/2007
Jointer,Charles J	1/1/2007
Jones,Misty G	8/24/2007
Jones,Sally L	8/23/2007
Jones,Timothy J	10/3/2007
Kane,Thomas R	10/12/2007
Kasim,Marvin K	9/14/2007
Katz,Ronald C.	10/25/2007
Kaup,Shawn D	11/16/2007
Keeto,Michael	11/15/2007
Keeton,Alicia C	11/19/2007
Kelly,Brian E	11/15/2007
Kendall,Jessica Lynn	8/23/2007
Kenkel,Brian J	11/16/2007
Kennedy,Catherine L	8/22/2007
Kennedy,Dianne	11/6/2007
Kennedy,Ellen L	9/24/2007
Kessler,Kenneth M	11/16/2007
Kind,Jason C	1/1/2007

Name	FLSA Opt-in Date
Kingery,Brandy C	11/9/2007
Kiser,Veronica L	10/3/2007
Klein,Michael W	9/21/2007
Kluesner,Jennifer R	11/8/2007
Koch,Steven W	11/13/2007
Koepke,Kristopher M	8/30/2007
Koonce,April R	8/24/2007
Kostelac,Michael T	9/7/2007
Kraft,Michael P	8/23/2007
Krause,Kenneth J	8/27/2007
Kubal,Kristina M	9/28/2007
Laing,Erik O	9/12/2007
LaJeunesse,Sharon A	8/27/2007
Lambson,Jonathan M	10/3/2007
Lanes,Tradene A	8/27/2007
Larsen,Lyndon W.	11/13/2007
Lauwers,Trish Ann	8/27/2007
Lavares,Katharine M	8/23/2007
Lawless,Deborah A	10/15/2007
Leary,Neil A	9/4/2007
Lee,Shari K	8/31/2007
Lehman,Julie A	9/7/2007
Lerdahl,Donald L	8/24/2007
LeTard,Marissa M	11/16/2007
Linnemann,Marck R	8/31/2007
Lipschutz,Mark	9/14/2007
Little,Tanya Z	8/24/2007
Loesel,Frank R	11/16/2007
Lopez,Wilfredo O	9/21/2007
Lucas,Mark D	9/26/2007
Lucero,Shelia D	10/3/2007
Lugo,Stella M	9/7/2007
Lupton,Kent R	9/4/2007
Lynott,Matthew P	11/13/2007
Macdonald,Athena	8/22/2007
Madden,Jenny J	8/24/2007
Marbry,Jessie L	9/17/2007
Marcelis,Sean J.	9/17/2007
Marchetti,Emilia P	11/12/2007
Marklin,Danielle	11/16/2007
Marquez Jr,Richard E	11/19/2007
Marquiss,Judy	8/24/2007
Marshall,Shawn J	11/13/2007

Name	FLSA Opt-in Date
Martin,Angela L	8/23/2007
Martinez Jr,Humberto	8/27/2007
Martinez,Thomas B (Ben)	8/27/2007
Martinez,Valerie M	9/28/2007
Massengale,Charles D	11/8/2007
Master,Amber J (Selin)	10/10/2007
Mata,Lorena	11/13/2007
Mattingly,Shane D	11/16/2007
Maw,Nathan G	9/10/2007
McAndrew,James A	8/27/2007
McGuire,Dianne M	8/24/2007
McKay,Brian S	8/22/2007
McKay,Jesseca Lenore	10/12/2007
McKay,Kristi M	8/23/2007
McMullen,Michael L	8/24/2007
McMullin,Zachery S	11/13/2007
McNally,Robert D	8/27/2007
McPhee,Connie R	11/13/2007
McWilliams,Cari J	8/23/2007
Mele,Richard G	9/20/2007
Mellott,Nicole S	8/27/2007
Menendez,Carlos H	11/14/2007
Merlino,Susan M	10/9/2007
Merrill,Erica N	11/14/2007
Merrithew,Dave B	11/15/2007
Mertz,Angela K	8/23/2007
Metcalf,Pamela A	10/9/2007
Meyer,Kevin N	10/29/2007
Meyers,Phyllis A	10/9/2007
Meza,Paul M	11/15/2007
Middlebrook,Scot A	8/30/2007
Miller,Dennis J	11/9/2007
Miller,Marcia L	10/1/2007
Miller,Melinda	8/29/2007
Miller,Raymond N	10/9/2007
Mills,Devin C	11/13/2007
Mincer,Dean A	11/19/2007
Minck,Jason E	11/6/2007
Miranda,Amber M	10/1/2007
Mitchell,Natasha D	9/25/2007
Mockus,Timothy N	8/30/2007

Name	FLSA Opt-in Date
Moffett,Jennifer R.	10/1/2007
Moffitt,Mark Warren	8/23/2007
Monaghan,Thomas J	9/4/2007
Montano,Brandy N	10/18/2007
Montoya,Nicholas P	11/20/2007
Montoya,Sandra E	11/7/2007
Moore,Richard F	11/19/2007
Moore,Shawn D	10/29/2007
Moran,Griselda M	8/22/2007
More,Michael L	9/13/2007
Morgan,Jason A	10/15/2007
Morris,Shelley J	11/12/2007
Morrow Jr,Douglas M	8/27/2007
Motter,Keith B	11/8/2007
Mougey,Heather Renee	10/26/2007
Mullen,Robert J	11/16/2007
Myers,Rhonda S	10/11/2007
Neilson,Janelle L	9/18/2007
Nelson,Anne-Marie Marie	9/17/2007
Nelson,Kathleen M.	9/4/2007
Newill,Mellisa R	9/17/2007
Newman,Michael J	9/18/2007
Newton,Jennifer L	9/24/2007
Nicholls,Roger Alan	8/28/2007
Nielsen,Matt S	11/16/2007
Ninke,Greg A	8/24/2007
Nix,Richard T	11/12/2007
Norton-Strang,Jande Marie	11/7/2007
Nystrom,Kristin A	9/18/2007
O'Connor,Joseph M	11/14/2007
Odle,Nathaniel J	9/18/2007
O'Donnell,Michael J	9/4/2007
Ohep,Mariella	11/6/2007
Oliver,Kathy F	11/5/2007
Orama,Jimmy	9/18/2007
Ortiz Jr,Regino	9/17/2007
Osberg,Roberta J	10/11/2007
Osborne,Jamie L	8/29/2007
Otto,Rebekah F	8/23/2007
Pace Jr,Eddie R	9/26/2007

Name	FLSA Opt-in Date
Padilla,Judy Ann	8/27/2007
Paetsch,Jeremy J	10/29/2007
Paez,Rebecca L	11/13/2007
Page,Rodney L.	10/19/2007
Palmer,Nicole M	10/29/2007
Papesh,Ryan R	8/30/2007
Parker,Larry Steven	11/13/2007
Parker,Stephanie R	11/14/2007
Parkinson,Jamie K	11/19/2007
Pearson II,Theodore E	8/27/2007
Pectol,Terry G	11/6/2007
Pedersen,Brian A	10/18/2007
Peeler,Jeffrey L	10/9/2007
Peets,William F	8/24/2007
Perez,Patricia M	8/27/2007
Perkins,Shenieka A	8/27/2007
Petersen,John G	11/13/2007
Peterson,Kathie A	8/27/2007
Petito,Debbie M	10/18/2007
Pettit,Elizabeth J	8/23/2007
Phelps,Jason S	9/17/2007
Phillips,Cheryl-le M	8/27/2007
Pickering,Daniel J	1/1/2007
Pilarski,Heather AK	11/19/2004
Pilypaitis,David A	9/4/2007
Piper,Stacey L.	9/10/2007
Plecas,Jayn M	8/27/2007
Poole,Tonya M	1/1/2007
Potts,Pamela J	8/30/2007
Potzman,Mary D	8/28/2007
Poulsen,Kara	10/9/2007
Pritchard,Lynda M	10/25/2007
Purcell,Jonathan	11/1/2007
Putz,Nancy K	8/24/2007
Raasch,Ajay S	9/17/2007
Ramirez,Shelley	10/18/2007
Ramirez,Sherii M	8/24/2007
Rauscher,Michael J	9/20/2007
Raycraft,Betty A	10/29/2007
Redwine,Ebonye Monique	1/1/2007
Reicher,Sheila	8/24/2007
Reid,Kevin D	8/23/2007

Name	FLSA Opt-in Date
Reidy,Nissa K	11/9/2007
Religa,America Liliana	11/13/2007
Rickertsen,Justin A	9/24/2007
Rincones,Rene	9/21/2007
Ritzler,Marsha A.	9/10/2007
Roberts,David E	11/13/2007
Roberts,David P.	9/17/2007
Robinson,Annie Maxine	9/4/2007
Robinson,Brian M	9/6/2007
Rock,Gloria J	11/13/2007
Rodriguez,Annette A	11/16/2007
Rohlfs II,Ronald D	11/15/2007
Roper,Stephen A.	11/9/2007
Rosales,Michelle A	8/23/2007
Ross,Ben C	10/1/2007
Ross,James R	10/2/2007
Rosteck,Renee C	10/9/2007
Rowland,David E	10/30/2007
Rush,Ronald H	11/19/2007
Rustici,Ryan C	11/6/2007
Rutledge,Demitria A	11/14/2007
Sadler,Steven Eric	10/11/2007
Salami,Dona K	8/23/2007
Salazar,Michael S	8/30/2007
Salinas,Elizabeth Jean	8/23/2007
Sanchez,Felecia M	8/30/2007
Sander,Jacqueline Ann	8/27/2007
Sanders,Bradley W	11/5/2007
Sappington,Cynthia	8/22/2007
Sargeant,Vincent E	8/29/2007
Sauceda,Fernando	8/27/2007
Schlough,Joanne	8/28/2007
Schnackel,Spring Joy	11/16/2007
Schoenfeld,Geoffrey N	11/12/2007
Schutza,Chris D	8/21/2007
Schwartz,Preston	8/24/2007
Scott,Austin G	8/28/2007
Scott,Gavin L	9/4/2007
Seamon,Brian N	9/18/2007
Seeton,Laura L	8/24/2007
Segura,Deborah A	8/23/2007
Setlak,Gloria M	11/19/2007

Name	FLSA Opt-in Date
Seymour,Chad M	11/8/2007
Shafer,Sarah K.	11/16/2007
Shaffer,Andrea L	11/13/2007
Shaw,Kellie M	8/31/2007
Shaw,Matthew C	8/27/2007
Shearer,Jonathan A	11/6/2007
Sherrod,Audrey K	8/27/2007
Shewmaker,Cathlene D	11/9/2007
Shewmaker,Tyson D	11/13/2007
Shewman,Barbara	11/19/2007
Shila,Paulo C	8/29/2007
Shores,Jake J	10/11/2007
Shroyer,Amy	10/24/2007
Simmons,Ashley M (Jeppsen)	11/13/2007
Simonson,Eric T	11/9/2007
Simpson,Sandra M	10/15/2007
Slone,Renetta T	11/16/2007
Smart,Richard	10/22/2007
Smith,Courtney L	8/27/2007
Smith,Craig S	11/13/2007
Smith,Edward S	9/17/2007
Smith,Lisa G	9/20/2007
Smith,Lois J	8/23/2007
Snow,Bernadette Belen	9/7/2007
Socha,Wendy L	11/13/2007
Soto,Edgardo A	11/8/2007
Sowards,Shanne	11/19/2007
Spears,Katherine T	9/4/2007
Spencer,Terrance L	11/19/2007
Sprague,Brian P	9/21/2007
Spurlock,Shane R	10/3/2007
Stanley,Jennifer J	11/5/2007
Stapp,Richard N	9/4/2007
Starzenski,Steve E	9/14/2007
Steele,Renard J	10/4/2007
Stephensen,Lance E	9/7/2007
Stevens-Toomey,Tricia A.	11/6/2007
Stilwell,Cynthia M	8/28/2007
Stockdale,Brent D	9/10/2007

Name	FLSA Opt-in Date
Stoddard,Jan K	11/9/2007
Stokes,Regina	8/31/2007
Straughn,Steven L	8/27/2007
Strautman,Charlotte Rise	8/23/2007
Strehle,Susan B	9/20/2007
Struble,Steven L	8/27/2007
Stuart,Janice S	11/15/2007
Stuwe,Gloria L	11/16/2007
Summerfield,Jack L.	10/22/2007
Summerhill,Donald D	9/28/2007
Swanson,Jennifer L (Allegrezza)	9/4/2007
Swenson,Benjamin E	8/27/2007
Swope,Sarah L (Stoakes)	8/30/2007
Tanghal,Edwin G.	9/17/2007
Tate,Richard W	11/9/2007
Taylor,Jeffrey W	8/30/2007
Taylor,Lawrence C	11/14/2007
Taylor,Perry A	11/16/2007
Terry,Robert J	9/7/2007
Thapa,Megan M	9/25/2007
Theil,Connie D	9/21/2007
Thomas,Benedict	11/9/2007
Thomas,James L	10/9/2007
Thomas,Lynda L	8/27/2007
Thompson,Michael R	8/27/2007
Thompson,Paul A	8/30/2007
Thornlow,Keri Ann	8/30/2007
Thorvilson,David Mitchell	9/4/2007
Threatt Jr,Edward D	11/9/2007
Tinall,Kathryn L	11/7/2007
Tinkcom,Kendall L	11/9/2007
Todd,Sarah E	11/13/2007
Toliver,Paul G	8/27/2007
Torson,Michael J	8/31/2007
Toycen,Claire A	8/31/2007
Updike,Dwayne L	11/1/2007
Vanlandingham,Marcia L	8/30/2007
Velasquez,Andrew J	11/13/2007

Name	FLSA Opt-in Date
Velasquez,Jose M	8/27/2007
Venghaus,Johannes H	10/18/2007
Vigil,Steven H	10/10/2007
Vildasol,Angelo F	11/13/2007
Vuyk,Stephen P	8/27/2007
Wade,Christopher M	9/14/2007
Wadsworth,Carol L	11/9/2007
Walker,Tracey R	8/27/2007
Wardell,Diana L	10/15/2007
Warner,Shannon N	10/4/2007
Washburn Olsen,Jessica Beth	9/19/2007
Washington,Bertha F	9/13/2007
Watson,Nicole Lakisha	9/28/2007
Weishoff,Shane M	10/29/2007
Wersinger,Sebastien P	10/25/2007
Wester,Vonnie (Langer)	9/24/2007
Wheeler,MaLinda R	11/16/2007
White,Gloria M	10/19/2007
Whyte,Brandy R.	3/13/2007
Wildrick,Adam J	11/19/2007
Wiles,Jennifer N	11/9/2007
Williams,Aaron C	8/23/2007
Williams,Beverly C	9/28/2007
Williams,Diann Carter	11/14/2007
Williams,Tesha D	9/12/2007
Wills,Robert T	8/24/2007
Wilson,Matthew K	9/14/2007
Wilson,Rosie E	11/13/2007
Witherel,David A.	8/24/2007
Wolfe,Linda K	9/13/2007
Wolffe,Katrina	8/31/2007
Wooddell,Veronica L	9/4/2007
Woolcock,Pamela J	11/19/2007
Wright,Joy R	11/13/2007
Yarman,Scott B	8/27/2007
Young,Christopher B	11/13/2007
Zurasky,Marc R.	3/26/2007